CONSORTIAL PURCHASE OF ELECTRONIC RESOURCES:
Letter of Agreement for Participating Member Institution

March 25, 1997

To the Boston Library Consortium (BLC):

The undersigned member institution of the BLC agrees to participate in the Consortia purchase/subscription with respect to RLG Eureka Files via the CitaDel Service by Research Libraries Group, Inc. (RLG) effective on April 1, 1997.

Payment for the undersigned member institution's portion of the agreement price will take place as follows:

BLC will pay the vendor directly and will invoice the member for its share of the service based on the files selected, and for amounts which subsequently become due on an annual basis. Member will reimburse the BLC within 60 days of receipt of invoice and within 60 days of notice of subsequent payments.

BLC's agreement with the vendor states that renewal will be automatic unless the BLC notifies the vendor 30 days before the end of the agreement period (March 31, 1998). The undersigned member institution will notify the BLC in writing if it wishes to terminate or alter its purchase/subscription at least 45 days prior to such deadline.

The undersigned member institution acknowledges that it has reviewed the agreements between the BLC and the vendor for the services named above, and agrees to be bound by the terms and conditions included in it. The undersigned member further agrees to indemnify and hold harmless the BLC and any of its members participating in the above described arrangements from all damages, costs and liabilities incurred as a result of a negligent or intentional failure of the undersigned to comply with the provisions hereof.
An Association
of Academic &
Research Libraries

CONSORTIAL PURCHASE OF ELECTRONIC RESOURCES:
Boston Library Consortium
Letter of Agreement for Participating Member Institution; pg. 2

March 25, 1997

RLG Eureka Files via CitaDel Service
Research Libraries Group, Inc.

Participating Member Institution: MIT

Date: April 3, 1997

Authorizing Signature: 

Name: Ann J. Wolpert

Title or Position: Director of Libraries

Address: Room 14S-216
77 Massachusetts Avenue
Cambridge, MA 02139-4307

Phone: 617 253 5297

Please return completed signed copy to the Consortium Office.
BOSTON LIBRARY CONSORTIUM

Boston Library Consortium: current institutional members (3/97):

- Boston College
- Boston Public Library
- Boston University
- Brandeis University
- Brown University
- Marine Biological Laboratory/Woods Hole Oceanographic Institution
- Massachusetts Institute of Technology
- Northeastern University
- State Library of Massachusetts
- Tufts University
- University of Massachusetts Amherst
- University of Massachusetts Boston
- University of Massachusetts Dartmouth
- University of Massachusetts Lowell
- University of Massachusetts Worcester
- Wellesley College

RLG Eureka Files with participating institutions:

ANL
- Anthropological Literature
  - Boston College
  - Brandeis University
  - Brown University
  - MIT
  - UMass Dartmouth

AVE
- Avery Index to Architectural Periodicals
  - Boston College
  - Wellesley College

BHA
- Bibliography of the History of Art
  - Boston College
  - Boston University
  - Brandeis University
  - Brown University
MIT
Tufts University
UMass Dartmouth
Wellesley College

FRA  Francis
Boston College
Boston University

HAP  Hispanic Amer Periodicals Index
Boston College
Boston University
MIT
UMass Dartmouth

HST  History of Science and Technology
 Brandeis University

2/28/97
Letter of Understanding between The Research Libraries Group, Inc. (RLG) and the Boston Library Consortium (BLC).

This letter forms an integral amendment to the “CitaDel Service Agreement” and the “RLIN Service Agreement for Searching” and allows the two parties (RLG and BLC) to define various elements of the agreements in the particular consortium environment which is presented.

CitaDel Service Agreement

Sections 3 & 10

The “CitaDel Service Agreement” refers in section 3 (Institution Uses and Obligations) to various restrictions on the activities of the “Permitted Users.” In reference to Section 3.2, RLG confirms that the “statement on each such copy to the effect that the Record is the copyrighted work of the appropriate copyright owner and is used with permission” is supplied by the RLG system and that the participating Institutions are not responsible for assuring that the statement appears on any copies made. RLG agrees that the Institutions are not expected to monitor the copying or storage activities of individual Permitted Users. The participating Institutions will carry out all reasonable efforts to educate and assure compliance by the Permitted Users but shall not be held liable for Permitted Users’ actions. Section 3.4 (Enforcement) refers to the right of RLG or individual licensors to cut off access if there is a breach of terms. The Licensors’ rights are those described in the CitaDel Service Agreement only. In reference to Section 3.4 and Section 10.5 (Termination Upon Breach), RLG agrees that breach of terms by individual participating Institutions will not result in the termination of service to the entire group of participating Institutions for that licensor’s file nor to the Boston Library Consortium as a whole.

Section 6

The “CitaDel Service Agreement” refers in section 6 (Fees) to the appendix C which contains the “RLIN Rates.” While the document “Rates for User Services from RLG” constitutes this Appendix C, RLG and BLC agree that special consortial pricing (attached to this letter) supersedes the prices outlined in the “Rates” document. RLG confirms that subscription pricing is firm for the period of the contract (12 months) (see Section 6.4).

Section 9

RLG describes its Eureka and CitaDel services in documents available at the RLG Website (see www.rlg.org/eureka.html and www.rlg.org/citadel.html). RLG agrees to provide the services and features described in these documents during the term of the agreement(s).

RLIN Service Agreement for Searching

Section 10 (Unauthorized use of searching accounts) of the “RLIN Service Agreement for Searching” relates exclusively to section 3.5 of the CitaDel Service Agreement. These two
sections represent RLG's expectation that the Consortium and the participating Institutions will safeguard networked access to the CitaDel Service which will be verifiable by RLG as described in section 3.5 of the CitaDel Service Agreement.

Institution: Boston Library Consortium

(signature)
(name)
(title)
(date)

Research Libraries Group:

(signature)
(name)
(title)
(date)
CITADEL SERVICE AGREEMENT

This Agreement is made as of the ___ day of _____________, 19___, by and between The Research Libraries Group, Inc., a Connecticut nonprofit corporation, with a business address at 1200 Villa Street, Mountain View, California 94041-1100 ("RLG"), and ___________________________________________________________________, with a business address at ____________________________ (the "Institution").

RLG and the Institution agree as follows:

1. CITADEL SERVICE

The Citadel service is an on-line service offered by RLG whereby its customers may search discrete databases through the Research Libraries Information Network ("RLIN") and order full-text documents cited therein on-line for delivery direct to the customer. The provisions of the agreement for basic RLIN services (the "RLIN Agreement") apply to the Citadel service as well, and are incorporated herein by reference. A copy of the form of such RLIN Agreement applicable to the Institution is attached hereto as Exhibit A and made a part hereof. Details concerning the availability of documents and delivery standards as well as other matters specifically relating to the Citadel service are set forth in Schedule C-2 of the current RLIN Rates, which is Appendix C to the RLIN Agreement. In the event of any conflict between the terms of this Agreement and the terms of the RLIN Agreement, the terms of this Agreement shall prevail.

2. RLG OBLIGATIONS

2.1 Databases. Subject to the Institution's compliance with the terms and conditions of this Agreement, RLG will provide Permitted Users with Citadel service access to the databases identified in Schedule A attached hereto and made a part hereof (the "Database(s)"). "Permitted Users" shall mean: (i) currently enrolled students and currently employed faculty, researchers, and staff of the Institution, and (ii) occasional users who access the Databases through terminals physically located on the site and under the control and administration of the Institution.

2.2 Support. RLG will provide telephone support for Citadel to the Institution through the RLIN Information Center as described in the RLIN Agreement.

2.3 Reports. Upon the Institution's request, RLG shall provide the Institution with a monthly report, which report will include summary information about the Institution's use of the Citadel service. The reports will likely include the number of searches made and document orders placed in each Database through the Institution (including credit card orders), but will contain only such information as RLG is reasonably able to provide and that RLG deems will be useful to the Institution in its collections development and improvement of library and research operations, as well as the Institution's analysis of its use of the Citadel service.
The Research Libraries Group, Inc. (RLG)
Citadel Service Agreement

with Boston Library Consortium (BLC)

Addendum:

*The Boston Library Consortium (BLC), a not-for-profit corporation serving as an association of academic and research libraries, is signing this agreement on behalf of its sixteen institutional members (Boston College, Boston Public Library, Boston University, Brandeis University, Brown University, Marine Biological Laboratory/ Woods Hole Oceanographic Institution, Massachusetts Institute of Technology, Northeastern University, State Library of Massachusetts, Tufts University, University of Massachusetts Amherst, University of Massachusetts Boston, University of Massachusetts Dartmouth, University of Massachusetts Lowell, University of Massachusetts Worcester, Wellesley College). It is understood that throughout the remainder of the Citadel Service Agreement, the term "Institution" refers to a particular BLC member institution which is utilizing the Citadel file.
3. INSTITUTION USES AND OBLIGATIONS

3.1 Licensors. The Institution acknowledges that most or all of the Databases are licensed by RLG from third-party vendors (the "Licensors") and that such Databases are the exclusive property of the respective Licensors. The Institution further acknowledges and agrees that RLG and Licensors grant no license rights or other rights in the Databases not expressly granted in this Agreement and reserves to RLG and Licensors all rights not so granted.

3.2 Restricted Copying. Permitted Users may perform on-line searches in the Databases through RLIN or other public or private telecommunications networks. Each Permitted User may reproduce a single copy of any Record (as defined below) retrieved on-line from a Database, provided such copy is used solely within the Institution for private study, scholarship, or research. The Permitted User shall include a statement on each such copy to the effect that the Record is the copyrighted work of the appropriate copyright owner and is used with permission. For purposes of this Agreement, a "Record" shall mean the machine-readable representation of a citation or abstract of a single article and other data associated therewith.

3.3 No Storage of Records. Under no circumstances may a Permitted User store any Record or Records electronically for the purposes of resale, redistribution, or performing ongoing searching, except that a Permitted User may download Records for temporary storage and internal use. The Permitted User shall erase the Records once the temporary use has ended.

3.4 Enforcement. The Institution acknowledges that each Licensor has the right to protect and enforce directly against the Institution such Licensor's rights with respect to its Database, including but not limited to its copyright.

3.5 No Unauthorized Access. Prior to the effective date of this Agreement, the Institution shall have demonstrated to RLG's reasonable satisfaction that the Institution's computer system through which CitaDel will be accessed is configured, and procedures are in place, to prohibit access to the CitaDel service and the Databases by any person other than a Permitted User. The Institution warrants that it will continue to effectively bar such access for so long as this Agreement remains in effect.

4. METHOD OF USE

The Institution may elect to use each Database on either an annual subscription or a "per search" basis. The Institution's election with respect to each Database is set forth in Schedule A.

4.1 Subscription Use. The Institution's election to subscribe to a certain Database provides its Permitted Users, for a fixed annual fee, with unlimited searching of the Database for a twelve (12) month period, beginning with the first full month following the date on which the Institution executes this Agreement or makes such election, whichever is later.

4.2 Per Search Use. The Institution's election to access a certain Database on a per search basis enables the Institution to pay monthly for only those searches its Permitted Users make during the preceding month.
5. DOCUMENT DELIVERY

5.1 **Suppliers.** The Institution acknowledges that RLG has contracted with third-party vendors (the "Suppliers") for the Permitted Users' direct ordering and receipt of source documents identified as available in the Records.

5.2 **Order Process.** A Permitted User may order a document on-line by following the procedures displayed on its terminal screen. Details concerning document delivery methods and standards are set forth in Schedule C-2 of the RLIN Rates.

5.3 **Copyright.** Each Supplier has represented and warrants to RLG that it has and will have the necessary copyright permissions to provide the documents it delivers to the Institution. The Institution acknowledges that under present U.S. copyright law it may be held liable regarding the Permitted Users' use of any documents ordered through the CimDel service.

6. FEES

6.1 **Rates.** The Institution shall pay RLG the subscription fees, per search charges, document delivery fees, and other applicable fees at the rates set forth in the RLIN Rates.

6.2 **Surcharges.** The Institution shall pay surcharges for expedited document delivery services at the rates set forth in Schedule C-2 of the RLIN Rates.

6.3 **Credit Card.** A Permitted User may order a document and pay for it using his personal or institutional credit card (MasterCard or Visa). The charges shall be the same as those set forth in Sections 6.1 and 6.2.

6.4 **Rate Increases.** The fees set forth in RLIN Rates are subject to change at any time. Any increase in fees, including subscription fees, may become effective only upon at least forty-five (45) days' prior notice from RLG to the Institution, which notice shall set forth the new fees and effective date(s) thereof. Increases in the Institution's subscription fees shall be effective only upon renewal of this Agreement with respect to the applicable Database.

7. PAYMENT

7.1 **Annual Fees.** The Institution shall pay RLG the initial annual subscription fee for each subscription to a Database it elects upon execution of this Agreement. RLG shall thereafter invoice the Institution annually for subsequent renewals.

7.2 **Monthly Fees.** RLG shall invoice the Institution on a monthly basis for all other charges incurred by the Institution during the previous month, including but not limited to per search, document delivery, and expedited delivery charges. Such charges shall be combined with the Institution's RLIN charges, if any, on one RLG invoice. The Institution will pay RLG in full within twenty-eight (28) days following the date of mailing of each invoice.

7.3 **Non-payment.** RLG reserves the right to deny the Institution further access to the Databases if a payment is not received by its due date. If RLG chooses to permit the Institution continued access to the Databases, it shall: (i) in the event a subscription fee is not paid in full, charge the Institution on a per search basis at the highest published unit price, and (ii) in the event monthly fees are not paid in full, assess a late payment charge equivalent to ten percent (10%) per year of the unpaid balance, or the maximum amount permitted by law, whichever is less.
8. **TAXES**

The Institution shall be responsible for the payment of any sales, use, or property taxes, fees, or assessments levied by any governmental body to which the Institution, the equipment installed at the Institution's site for CitaDel services, or the Institution's payments with respect to CitaDel services may be subject.

9. **LIMITATIONS OF LIABILITY AND WARRANTY**

9.1 **Vendor Performance.** RLG contracts with Licensors and Suppliers to provide Databases and deliver documents to the Institution and its Permitted Users. In offering the CitaDel service, RLG relies upon certain representations, warranties, and obligations of each such Licensor and Supplier. RLG CANNOT AND DOES NOT WARRANT THE PERFORMANCE OF ANY LICENSOR OR SUPPLIER.

9.2 **Limitation of Damages.** RLG's aggregate liability, if any, arising out of or in any way related to its performance of the services provided for under this Agreement shall be limited to the lesser of (a) all costs of materials, labor, and other expenses required to correct any error caused by RLG, or (b) $1,000.00; and in no event shall RLG or its Licensors and Suppliers pay for incidental, indirect, special, or consequential damages, even if RLG or its Licensors and Suppliers have been advised of or should have foreseen, the possibility of such damages.

9.3 **Disclaimer of Warranties.** RLG, its Licensors and Suppliers cannot and do not warrant that the Databases are free of errors and inaccuracies, that use of the Databases by the Institution and its Permitted Users will be satisfactory and uninterrupted or that the results obtained from such use will be adequate for the purposes intended by the Institution and its Permitted Users.

RLG, ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OF WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY INFORMATION OR MATERIAL FURNISHED TO THE INSTITUTION AND ITS PERMITTED USERS HEREUNDER AND EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION AND MATERIAL IS FURNISHED "AS IS" AND WITHOUT WARRANTY.

10. **TERM, RENEWAL, AND TERMINATION**

10.1 **Term.** The term of this Agreement shall begin on the first day of the month following execution hereof and shall expire one (1) year thereafter, unless sooner terminated as provided herein. The "Term" shall include the first year and all subsequent renewal years until this Agreement is terminated as to all Databases pursuant to this Section 10.

10.2 **Renewal.** This Agreement shall be renewed automatically year after year unless RLG receives notice of non-renewal from the Institution at least thirty (30) days prior to the end of the then current Term.
10.3 **Change in Database Use.**

10.3.1 **Change in Method of Use.** The Institution may change its use of a Database from subscription to per search only upon at least thirty (30) days' notice to RLG before expiration of the Term. The Institution may change its use of a Database from per search to subscription at any time, to be effective the first day of the month following notice to RLG.

10.3.2 **Change in Access Level.** The Institution may increase its simultaneous use access level of a Database at any time, to be effective the first day of the month following notice to RLG. The Institution may decrease its simultaneous access level of a Database only upon at least thirty (30) days' notice to RLG before expiration of the Term.

10.4 **Termination of Service.** If RLG, in its sole discretion, ceases to offer the CitaDel service or a particular Database, then RLG may terminate this Agreement in its entirety or with respect to a particular Database, as the case may be, at any time effective upon ninety (90) days' notice to the Institution.

10.5 **Termination Upon Breach.** RLG may terminate this Agreement effective upon thirty (30) days' notice to the Institution if the Institution commits any material breach of this Agreement that remains uncured during such notice period. Examples of material breach include but are not limited to non-payment of any amount when due and failure to prohibit access to the CitaDel service by any person other than a Permitted User.

10.6 **Limited Refund.** In the event this Agreement or any Database subscription is terminated pursuant to Section 10.4, RLG will refund to the Institution the subscription fees paid for the number of full months remaining in the 12-month subscription period (if any) with respect to the Database(s) so affected. No refunds shall be provided in the event of any other termination.

11. **GENERAL**

11.1 **Notices.** Any notice or other communication required under this Agreement shall be in writing and sent by Ariel transmission, E-mail, first class mail, or telefax to the parties at the addresses set forth below:

If to RLG: The Research Libraries Group, Inc.
ATTN: President
1200 Villa Street
Mountain View, CA 94041-1100

Telefax: 415-964-0943
Ariel address: RIC.STANFORD.EDU
E-mail account: BLJPM @ RLG.BITNET
or BLJPM @ RLG.STANFORD.EDU

If to the Institution: At address, telefax, Ariel address, or E-mail account set forth in Schedule A.
11.2 **Force Majeure.** Except as to payment obligations, neither party shall be liable or considered in default under this Agreement when the delay of performance is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including failure of suppliers, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war, provided the party invoking this Section immediately provides notice thereof to the other and does everything reasonably possible to resume its performance hereunder.

11.3 **Severability.** If any portion of this Agreement is held to be invalid, illegal, or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement.

11.4 **Entire Agreement.** This Agreement, including Schedule A and Exhibits A and B, constitutes the entire understanding between RLG and the Institution with respect to the subject matter hereof, and supersedes all prior understandings, whether oral or written. No waiver, amendment, or other modification shall be valid or binding unless in writing and signed by both parties and, to the extent that the rights of any Licensor or Supplier are affected thereby, such waiver, amendment, or other modification, shall not become effective until approved by each Licensor or Supplier whose rights are affected.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Agreement on its behalf effective on the date first written above.

THE RESEARCH LIBRARIES GROUP, INC.

By: [Signature]

Jennifer Hartnell
Assistant Secretary

INSTITUTION

By: __________________________

Name: _________________________

Title: _________________________
RLIN SERVICE AGREEMENT FOR SEARCHING

This Agreement is made as of ___________________________ (date executed) by and between THE RESEARCH LIBRARIES GROUP, INC. ("RLG"), a not-for-profit corporation located in Mountain View, California, and ___________________________ (the "Institution"), located in ___________________________. RLG and the Institution agree as follows:

1. RLIN SEARCH SERVICE. RLG will provide to the Institution search service access to the Research Libraries Information Network ("RLIN") database. The Institution will receive a newsletter, mailings, and other communications from RLG about use of RLIN.

2. DATA USES. The RLIN database was created and is maintained by libraries and other not-for-profit participants to provide bibliographic and other collection information in support of education, scholarship, and research. The Institution may print records retrieved from the RLIN database onto paper, provided, however, that no portion of the RLIN database may be printed, published, or distributed for any commercial purpose. The Institution may not copy in machine-readable form records retrieved from the RLIN database without first submitting a letter of request to and receiving approval from the President of RLG to make machine-readable copies of RLIN records accessed. This letter must state the intended use of such records, that such use will not be in a for-profit enterprise, and that such use will prohibit any further transfer of the data in machine-readable form.

3. USER ASSISTANCE. The Institution may call the RLIN Information Center at 800-537-RLIN (800-537-7546) or send electronic mail to account bl.ric@rlg.stanford.edu for assistance with all aspects of RLIN use -- searching, system errors, accounts, rates, invoices, or any unexpected results.

4. TRAINING. Upon the Institution's request, RLG shall provide one or more training sessions in the use of RLIN. The Institution agrees to pay RLG for any training received at the rates stated in Schedule C-4 of the "Rates for User Services from RLG," plus actual travel and living expenses.

5. CHARGES. The Institution agrees to pay for RLIN searching at the rates specified in Schedule C-1 of the "Rates for User Services from RLG." In addition, the Institution will pay the one-time start-up fee specified in Schedule C-4, which covers account opening and documentation. The Institution is billed monthly by RLG for database access on a search block or per-search basis. These may be searches done through the RLIN library-support system of any or all RLIN files and/or searches done through the Eureka search service of the RLIN bibliographic files. (See Section 6 for subscription to RLIN bibliographic files via Eureka.)
The Research Libraries Group, Inc. (RLG)
RLIN Service Agreement for Searching

with Boston Library Consortium (BLC)

Addendum:

*The Boston Library Consortium (BLC), a not-for-profit corporation serving as an association of academic and research libraries, is signing this agreement on behalf of its sixteen institutional members (Boston College, Boston Public Library, Boston University, Brandeis University, Brown University, Marine Biological Laboratory/Woods Hole Oceanographic Institution, Massachusetts Institute of Technology, Northeastern University, State Library of Massachusetts, Tufts University, University of Massachusetts Amherst, University of Massachusetts Boston, University of Massachusetts Dartmouth, University of Massachusetts Lowell, University of Massachusetts Worcester, Wellesley College). It is understood that throughout the remainder of the RLIN Service Agreement for Searching, the term “Institution” refers to a particular BLC member institution which is utilizing the CitaDel file.
Telecommunication charges will be billed in addition to searches if the Institution uses the dial-up network connection arranged for by RLG to access RLIN. RLG reserves the right to increase or decrease fees specified in the "Rates for User Services from RLG" schedules by giving the Institution at least forty-five (45) days' notice of any rate increases or decreases, stating the amount of the proposed revised fee and the effective date thereof.

6. EUREKA SUBSCRIPTION ACCESS TO RLIN BIBLIOGRAPHIC FILES. In addition to or instead of buying searches of RLIN files through the library-support system, the Institution may purchase a subscription to allow an agreed-on number of simultaneous users unlimited searching of the RLIN bibliographic files via the Eureka patron-oriented search service. Subscriptions will be charged in a single annual payment for a 12-month period; they cannot be pro-rated for a shorter period. Subscription renewal is automatic unless RLG receives notification in writing from the Institution at least 30 days before the end of the period not to renew. At any time the Institution may increase the number of users permitted simultaneous access under the subscription; the increase will take effect the first day of the month following notification of RLG by the Institution. The corresponding rate increase applies from this time for the rest of the subscription period. The Institution may decrease the number of users permitted simultaneous access only at the end of a subscription period, by giving RLG thirty (30) days' prior notice in writing.

7. PAYMENT. RLG will submit monthly statements showing the charges for each category of service, and the Institution agrees to make payment in full within twenty-eight (28) days from the date of mailing of such bill. Late payments shall incur a charge equivalent to 10% per year of the unpaid balance, or the maximum amount permitted by law, whichever is less. The Institution, or its fiscal agent, agrees to pay all legal and administrative costs incurred by RLG in pursuit of non-payment of valid invoices issued to the Institution for RLIN services.

8. EQUIPMENT, SITE PREPARATION, AND OTHER EXPENSES. The Institution shall acquire and install all equipment necessary in order to gain access to the RLG computer and to use the service contemplated by this Agreement, and shall be responsible for maintaining and repairing said equipment at its own expense. The Institution shall at its expense prepare at its site a suitable environment for all equipment to be located at the Institution and used on the RLIN system, and shall be responsible for meeting the requirements of all applicable laws, codes, ordinances, regulations, and of the Institution's insurance carriers. In addition to the fees specified in the "Rates for User Services from RLG" schedules, the Institution shall be responsible for (a) the cost of supplies required at the Institution's site and (b) the expense of staff required at the Institution's site to execute the procedures for the RLIN services in which the Institution participates. The Institution shall be responsible for the payment of any sales, use, or property taxes, fees, or assessments levied by any governmental body to which the Institution, the equipment installed at the Institution's site for RLIN services,
or the Institution’s payments with respect to RLIN services may be subject.

9. DEPOSIT ACCOUNT. The Institution may, at its option, elect to establish with RLG a non-interest-bearing deposit account qualifying for more favorable fees for RLIN services. At the end of each month, all charges for RLIN services will be deducted from the amount currently on deposit with RLG. The total billable amount will be reduced by a credit for prepayment before being deducted from the Institution’s prepayment balance. The prepayment credit will be calculated as 3.2 percent, annual percentage rate (3.2% APR), of the Institution’s monthly prepayment balance at the beginning of that month. The Institution agrees that RLG may, on a monthly basis, apply the amount of such deposit to bills for RLIN database access services; monthly invoices will advise the user of the balance remaining. RLG agrees to return the balance in any such deposit account promptly upon receipt of the Institution’s written request, but upon such return the Institution shall no longer qualify for more favorable fees for RLIN services.

10. UNAUTHORIZED USE OF SEARCHING ACCOUNTS. The Institution is responsible for preventing unauthorized use of the account numbers and passwords assigned to it. The Institution agrees to pay all charges arising from the use of such account numbers and passwords, regardless of whether such charges result from use on terminals at the Institution’s site, unless such charges result from RLG’s failure to exercise due care in preserving the confidentiality of such account numbers and passwords.

11. RLIN TECHNICAL CHANGES. RLG may from time to time improve or modify the documentation, communications, equipment, operations, or other technical aspects of the RLIN system. RLG shall give the Institution at least thirty (30) days’ prior written notice of such improvements or modifications that will require changes in operating procedures on the part of the Institution, except that such improvements or modifications may be made without notice if they are necessary for emergency repairs or to maintain system integrity.

12. LIMITATIONS OF LIABILITY. In performing services under this Agreement, RLG shall have no responsibility for telecommunications or for terminals and other equipment at the Institution's site. In any event, RLG's aggregate liability, if any, arising out of or in any way related to its performance of the services provided for under this Agreement shall be limited to the lesser of (a) all costs of materials, labor, and other expenses required to correct any error caused by RLG, or (b) $1,000.00; and in no event shall RLG pay for incidental, indirect, special, or consequential damages, even if RLG has been advised of the possibility of such damages. In the event that operation of the RLIN facilities is interrupted, or if their use is permanently lost as a result of labor disputes, or as a result of circumstances beyond RLG’s control, including (but not by way of limitation) fire, national emergency, flood, earthquake, war, civil disturbance, machine breakdown, or
disruptions in energy supply, RLG will undertake to continue operations through other similar computer facilities selected by RLG, if any are reasonably available, but in the event of such interruption or loss, RLG shall have no liability for resulting delays or failures in performance.

13. RLG MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. NOTICES. Any notices required under this Agreement to be given by the Institution or by RLG, shall be in writing and shall be effective upon delivery to the parties at the following addresses:

RLG: The Research Libraries Group, Inc.
Attention: President
1200 Villa Street
Mountain View, CA 94043-1100 U.S.A.

Fax: 415.964.0943
Internet electronic mail: bl.jpm@rlg.stanford.edu

Institution: ________________________________

______________________________

______________________________

______________________________

15. TERM. For searching done using blocks of searches or on a per-search basis, the term of the Agreement is from the date entered in the opening paragraph by the Institution, through the current RLG fiscal year (which begins on September 1 and ends on August 31), and is thereafter automatically renewed annually, unless canceled either by the Institution or by RLG with thirty (30) days' written notice.

For searching done under a Eureka subscription to the RLIN bibliographic files, the term of the Agreement is from the first day of the month following the date entered in the opening paragraph by the Institution through a 12-month period, and is thereafter automatically renewed for subsequent 12-month periods, unless canceled either by the Institution or by RLG with thirty (30) days' written notice.

16. This Agreement shall be construed and enforced according to the laws of the State of California.
17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but may not be assigned by the Institution in whole or in part without the written consent of RLG.

18. This written Agreement embodies the understanding and agreement of the parties in relation to the subject matter and supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement; no promise, condition, representation, or warranty not set forth here shall bind any party. None of the terms and conditions of this Agreement may be changed, waived, or canceled orally or otherwise except by a written specification signed by the parties to this Agreement.

IN WITNESS WHEREOF, the following duly authorized representatives have executed this Agreement on the day and year entered above.

Institution: 

Research Libraries Group:

[Signature]

[Name]

[Title]

[Signature]

[Name]

[Title]