PARTICIPATION AGREEMENT FOR INSTITUTIONAL PARTICIPANTS

Please type or print clearly:
Licensee (Institution) Name: __________________________________________________________
Licensee Address: ___________________________________________________________________

LICENSEE CONTACT INFORMATION Please fill out the information below and ensure this information remains current by providing regular updates.

Licensee Primary Contact: Licensee Technical Contact:
(responsible for overseeing participation) (responsible for providing authentication information)
Attn: _______________________________ Attn: _______________________________
Title: ______________________________ Title: _______________________________
Address: __________________________________________________________
                                                                                     __________________________________________________________
                                                                                     __________________________________________________________
Telephone: __________________________ Telephone: __________________________
Facsimile: __________________________ Facsimile: __________________________
E-Mail: ______________________________ E-Mail: __________________________

Licensee Billing/Invoicing Contact:
(if different from Primary Contact)
Attn: ____________________________________________
Title: ____________________________________________
Address: ____________________________________________
                                                                                     __________________________________________________________
Telephone: __________________________ Telephone: __________________________
Facsimile: __________________________ Facsimile: __________________________
E-Mail: ______________________________ E-Mail: __________________________

ALUKA CONTACT INFORMATION

Licensing Notice Contact: Aluka Legal Notice Contact:
(responsible for administering participation) (responsible for administering participation)
Attn: Library Relations Attn: D. Barnaby Gibson, General Counsel
Aluka initiative of Ithaka Harbors, Inc. 151 East 61st Street
c/o JSTOR New York, NY 10065
149 Fifth Avenue, 8th Floor New York, NY 10010
Telephone: 212-358-6400 Telephone: 212-500-2342
Facsimile: 212-358-6499 Facsimile: 212-500-2366
Email: participation@aluka.org E-Mail: barnaby.gibson@aluka.org

The parties agree to be bound by this Participation Agreement, including Schedules A and B to this Agreement, and the Terms and Conditions of Use, available at http://www.aluka.org/page/about/termsConditions.jsp and incorporated by reference into this Agreement.

LICENSEE SIGNATURE: _______________________________ ALUKA SIGNATURE: _______________________________
NAME: _______________________________ NAME: _______________________________
TITLE: _______________________________ TITLE: _______________________________
DATE: _______________________________ DATE: _______________________________

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Content Areas

Licensee wishes to participate in the Aluka content areas selected below, subject to the terms of the applicable Participation Agreement, the Terms and Conditions of Use, and payment of the applicable fees. Aluka will make the selected content areas available within ten (10) days of completion of the agreement, assuming that appropriate authentication and authorization information shall have been provided.

Struggles for Freedom in Southern Africa

African Plants

African Cultural Heritage Sites and Landscapes

Participation Fees; Payment Terms

Aluka is supported by participation fees paid by participating institutions outside of Africa. Each institution pays a one-time Network Participation Fee (NPF), and an Annual Access Fee (AAF) for each of content area of curated materials to which they wish access. Access to materials that have been contributed for sharing on the Aluka platform but not included in one of the curated content areas is included with participation in any of the curated content areas. The NPF and AAF are determined by reference to the JSTOR classification of your institution, and you should contact Aluka Library Relations to determine what amount to fill in for these items.

In some cases, institutions may be eligible for savings on their participation fees, for example, institutions that participate in JSTOR collections are currently eligible for a 10% savings on Aluka participation fees, and institutions that belong to a participating consortium may be eligible for a savings. Please contact Aluka Library Relations for any savings that may apply and a list of participating consortia. The savings will be reflected on the invoice and are not shown below.

Name of Participating Consortium (if applicable): ________________________________

JSTOR Classification

Network Participation Fee

$ ____________

The Network Participation Fee shall be due and payable thirty (30) days after the date of invoice.

Total Annual Access Fee

$ ____________

The Annual Access Fees for 2008 will be waived for institutions that commence participation by June 30, 2008. Annual Access Fees for the first year shall be prorated to reflect the number of months remaining in the calendar year following the date access to Aluka is established. Licensee shall be invoiced for the applicable Annual Access Fees indicated above on or about the beginning of every calendar year during the initial and renewal terms of this Agreement, and the Annual Access Fees shall be due and payable thirty (30) days after the date of invoice. The Annual Access Fees are subject to reasonable annual increases upon renewal of the Agreement.

All payments provided for in this Agreement shall be paid in United States Dollars, in an amount to be calculated and established at the time payment is due such that after deduction for any taxes, assessments or charges levied, assessed
or imposed which Licensee, Aluka or any other party shall be required to pay or withhold in respect to or calculated with reference to such amount, the remainder actually received by, and due and payable to Aluka shall be the amounts specified in this Agreement. Any payments made more than thirty (30) days after they are due and payable may be subject to a 10% annual interest charge, to the extent allowable, or termination of access. If applicable, Licensee shall provide to Aluka its VAT registration number. If Licensee is unable to provide a VAT registration number, Aluka reserves the right, at its sole discretion, to pass through to Licensee, in addition to the Network Participation Fee and the Annual Access Fee(s) noted above, the cost of VAT it may be obligated to collect in connection with this Agreement under applicable EU Directives.

VAT Registration No. ____________________________ (International institutions only)

**Term and Termination**

This Agreement shall continue in effect for three (3) years from the first day of the calendar year that follows the date when this agreement has been signed by both parties (the “Initial Term”), and assuming the availability of funding, will renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then-current term.

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if (a) Aluka believes that Licensee has exceeded the scope of the License, or (b) any payment due Aluka pursuant to Schedule A attached hereto has not been received, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to suspend or terminate the Agreement without further notice. In addition, Aluka may terminate Licensee’s access to the Archive immediately (a) if, in Aluka’s reasonable opinion, the cumulative effect of violations of the Terms and Conditions of Use by Authorized Users justifies such termination, or (b) upon Licensee’s bankruptcy or change of ownership.
AUTHENTICATION, AUTHORIZATION, PROXY SERVER, AND CAMPUS/SITE INFORMATION

Licensee: ___________________________________________

Please fill out the information below and ensure this information remains current by providing regular updates.

Multiple Campuses or Sites
If this license is to cover multiple campuses or sites, please list them below. Please be aware that the Licensee is generally understood to be a single institution, which may consist of multiple campuses or sites (such as medical or other professional schools). In the case of a statewide university system consisting of multiple universities, each university typically would be considered a separate licensing institution.

_______________________________________     _________________________________________
____________________ ___________________     _________________________________________

IP Information (addresses or domain ranges for computers on your campus(es)).
This Agreement is intended to cover the entire Licensee identified above as of the date of this Agreement, including all departments and professional schools. Therefore, please include IP information covering the entire Licensee. IP address included should pertain only to Licensee. If IP information is not available upon completing this Agreement, Aluka User Services staff will contact the Licensee Technical Contact listed on the first page to obtain the information and initiate access. Aluka reserves the right to delay access or cancel this Agreement if adequate IP information is not provided. Please attach a separate sheet if you need more space.

________________________________________    ____________________________________________
________________________________________    ____________________________________________

Shibboleth Authentication Information, if applicable (expected in late 2008).

| Are you planning to access Aluka through your institutional Shibboleth account? | Yes __ No __ |
| If yes, which Federation (or Federations) is your institution a member of? |     |
| Please list the campuses (if more than one) currently covered by your Identity Provider |     |

Aluka User Services will contact the Licensee Technical Contact for additional Shibboleth configuration details

Proxy Server Information (Optional)

| Are you currently using a proxy server to provide access to restricted resources? | Yes __ No __ |
| If yes, please provide the IP Information of the proxy server: |     |
| If yes, please also provide the URL of the webpage that offers information about how to use the proxy: |     |
| Do you have plans to use a proxy server or add additional proxy servers in the future? | Yes __ No __ |
| Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain? | Yes __ No __ |