

HUMAN RELATIONS AREA FILES, INC. (HRAF)

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

(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.)

The Regents of the University of California with Offices at the California Digital Library

Name of Primary Institution Requesting Membership on Behalf of the Consortium (Applicant)

300 Lakeside Drive, 6th Floor
Address

Oakland, CA 94612-3550

hereby requests membership in the Human Relations Area Files Electronic HRAF [eHRAF] consortium program for itself and for the co-applicant institutions named below. If accepted, the applicant and co-applicant institutions agree to maintain the eHRAF in good, workable condition and to take reasonable care to protect copyrighted material in the Files from unauthorized reproduction.

The applicant and co-applicant institutions may make use of the materials in eHRAF as is consistent with the Fair Use Provisions of United States and international copyright laws.

The above-named applicant institution and co-applicant institutions each become associate members of HRAF upon acceptance by the members of HRAF and are responsible for paying the annual membership dues and CD-ROM LAN and Web fees (if applicable) that are owed to HRAF by the consortium enumerated herein unless HRAF agrees in writing to separate invoicing. The consortium is based on standing order dues for which associate members must pay dues for a minimum of five years. Should an associate member cancel a standing order before the five years have elapsed it is understood that that member will owe the unpaid balance of dues normally paid by a non-consortium standing order member.

It is understood that if the consortium wishes to increase its membership, the applicant and additional co-applicants must apply to HRAF for approval. If the consortium adds members and requests a recomputation of individual invoices, HRAF should be informed in writing at least 2 weeks before invoices for the upcoming installment are issued. It is understood that notice of cancellation or decrease in membership must be received by the Human Relations Area Files, Inc. before January 1 to be effective for the following fiscal year commencing July 1. If any of the consortium members qualify under the categories "small library program" or "small town public library," HRAF is entitled to reevaluate whether an institution still qualifies for these categories at the end of three years and every other year afterwards. HRAF may request information from the applicant or co-applicants to help it evaluate an institution's qualification for the particular category of dues.

As of 1998, the small library category is open only to institutions with an aggregate of less than 300,000 volumes in its libraries or no more than \$500,000 for all of its libraries to spend annually on acquisition of materials and books. A small town public library is defined as serving a population of less than 75,000.

If the CD-ROM version is obtained, the members agree to maintain them in good, workable condition. The consortium membership dues (for the CD) entitle each member to one CD with one simultaneous user. If the members wish to have additional simultaneous users or wish to place the CD on a LAN or other network, those members must consult with HRAF. The Board of Directors establishes the types of allowable networks and the additional dues for those networks.

If the Web version is obtained, the members agree to pay the additional multiple-user fees set by the Board of Directors for access to annual installments. The Web fees entitle any student, faculty, other scholar, staff member, whose primary affiliation is at the member institution or visitor approved by the associate member institution to obtain access to the HRAF Collection of Ethnography from the computer server(s) at the member institution. Members should note that access will be only through the campus IP addresses which must be provided to HRAF to be conveyed to its Web Server. Presently, HRAF does not allow partial access to annual installments on the Web; members wishing to have Web access will have to pay (or have paid) annual dues and access fees for all installments that are currently available (beginning with installment 43).

If the consortium applies for Web service, the connection to the Web for all consortium members will be made at the same time after dues and fees are received. If a consortium member wishes Web service at a time different from the other consortium members, a surcharge may be applied.

For use of any of the CDs (if applicable) outside each of the applicant or co-applicant institutions, the applicant must consult with HRAF. The Board of Directors establishes the types of allowable networks and the additional dues for those networks.

Each installment consists of approximately 40,000 pages in electronic format, installment instructions, and manuals. If CD-ROMs are requested by the consortium, HRAF will deliver the CD-ROMs to each institution separately with appropriate shipping and handling charges.

Membership shall be considered tentatively effective when the applicant institution, the co-applicants, and HRAF have signed this form. Formal approval of membership occurs at the annual meeting of the Sponsoring Members (or at the semi-annual Executive Committee meeting). HRAF will not approve a consortium where the combined aggregate dues from the partners in the proposed consortium are lower than they were as individual members within the last five years.

HRAF shall indemnify and hold harmless applicant institution, their 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 applicant (and co-applicant) institutions constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The applicant and co-applicant institutions will similarly indemnify HRAF against any claim of a third party for alleged violation by or through the applicant or co-applicant institution of the Fair Use Provisions of United States and international copyright laws.

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Initial Institution Contact _____

Phone _____

Associate University Librarian
Title

Signature of Applicant _____

Associate University Librarian
Title

6/16/00
Date

The following are Co-Applicant Institutions:

Institution	Signature and Title	Date
University of California, Berkeley		
University of California, Davis		
University of California, Irvine		
University of California, Los Angeles		
University of California, Riverside		
University of California, San Diego		
University of California, San Francisco		
University of California, Santa Barbara		
University of California, Santa Cruz		

Signature for the Human Relations Area Files, Inc.

President
Title

6/26/00
Date