

AGREEMENT

This Agreement is entered into [date] between [_____], an institution (“Member”) and the ArchNet Foundation, Inc. (“ArchNet”) and governs the Member’s administration of the use of the www.archnet.org worldwide web site (the “ArchNet Service”).

1. Administrator. Member will designate an administrator (the “Administrator”) who will be responsible for (i) administration of the use of the ArchNet Service by persons (“Member Users”) obtaining access to the ArchNet Service through the account established by Member as an ArchNet Institutional Member; (ii) monitoring Member Users’ postings and organizing communications via the ArchNet Service for accuracy, quality of content, standards of good taste, and style; as well as (iii) other related duties and compliance with applicable terms and conditions, policies, or otherwise (the “Member’s Administration Services”). Member shall ensure that Administrator performs the Member’s Administration Services on behalf of Member according to his or her best efforts and with a high degree of professionalism, care, and diligence. Member shall specifically ensure that Administrator does not post or transmit material that is libelous, defamatory, obscene, fraudulent, harmful, threatening, abusive, or hateful, that violates the proprietary rights of others (including without limitation infringing use of a copyright or trademark), that violates the privacy or publicity right of others, or that is in violation of applicable laws, or permit Member Users or any third party to engage in such activities. The Administrator shall assist Member Users in their routine technical support issues and ensure that the Member takes all steps to protect ArchNet from copyright liability for content contributed to the ArchNet Service by Member Users, including appointment of an agent to receive notification of claimed infringement under the Digital Millennium Copyright Act. ArchNet provides the ArchNet Service with a privacy policy governing use of the personal data of Member Users. Member shall (i) comply with such privacy policy, (ii) notify ArchNet immediately of any action that Member believes may violate such privacy policy, and (iii) implement appropriate technical and organizational measures to protect Member User’s personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. ArchNet provides the ArchNet Service with a policy governing use of the ArchNet Service by Member User (e.g., ArchNet Member Terms and Conditions, as may be amended by ArchNet from time to time) and Member shall use its best efforts to ensure that Member Users comply with such policy, and notify ArchNet immediately of any action that Member believes may violate such policy (e.g., the posting by a User of copyrighted materials without permission of the copyright holder).

2. Notification of Administrator. Member will have an Administrator perform the Member’s Administration Services at all times. Member shall notify ArchNet of the name, address, email address, and phone number of the current Administrator contemporaneously with the signing of this Agreement and of any new Administrator within forty-eight (48) hours of the designation. If the Administrator ceases to act as the Administrator for any reason, Member shall designate a new Administrator within three (3) business days and notify ArchNet as above.

3. Responsibility to ArchNet. Member represents and warrants that material posted by Member and Member Users shall either be created by Member or such Member User or used with permission of the copyright holder, and Member hereby licenses to ArchNet and the

Massachusetts Institute of Technology rights in and to all material created by Member and Member Users and posted on the ArchNet Service. ArchNet has no responsibility for the content of any such material, but ArchNet reserves the right in its sole discretion to edit or delete any such material. Member indemnifies, defends, and holds harmless ArchNet, the Massachusetts Institute of Technology, and their respective trustees, employees, affiliates, licensees, and designees from any liability, loss, claim, or expense (including attorneys' reasonable fees) related to (i) Member's violation of this Agreement, or applicable terms and conditions, policies, or laws (ii) any posting of material to the ArchNet Service, (iii) the conduct of Member's Administration Services; or (iv) any other action or omission by Member, Member Users, or Administrator.

4. Term and Termination. This Agreement shall continue in full force until terminated. ArchNet may terminate this Agreement upon ten (10) days written notice to Member for any reason, and immediately upon written notice for good cause. Sections 3, 4, and 5 shall survive the termination of this Agreement for any reason.

5. Miscellaneous. Neither Member, nor Member Users, or Administrator are agents of ArchNet or the Massachusetts Institute of Technology and neither shall hold itself as one; the relationship between Member and ArchNet is one of independent contractors. This Agreement, and the ArchNet Member Terms and Conditions as may be amended by ArchNet from time to time, is the complete understanding of ArchNet, and may be modified only in writing signed by both Member and an authorized officer of ArchNet. ArchNet may assign or delegate any of its rights and obligations. ArchNet's failure to insist upon strict enforcement of any provisions of this Agreement will not be construed as a waiver of any provision or right. Any legal action or proceeding between ArchNet and Member related to this Agreement shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the Commonwealth of Massachusetts and Member accepts the personal jurisdiction and waives objections to the venue of such courts. By signing below, both Member and ArchNet agree to be bound by the terms and conditions of this Agreement.

ArchNet Foundation, Inc.

Member

Signed By: _____

Signed By: _____

Printed Name of Person Signing:

Printed Name of Person Signing:

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Please sign this form and fax or mail it to: Shiraz Allibhai, AKTC, P.O. Box 2049; 1211 Geneva 2; Switzerland. Fax: (41.22) 909 72 92