AI in Action

A Collaborative Cohort to Advance Library Operations

Terms

November 3, 2026

Below are the Terms governing your Institution's participation in AI in Action: A Collaborative Initiative to Advance Library Operations (Project). References in these Terms to "we" or "Ithaka S+R" means Ithaka S+R, a part of Ithaka Harbors, Inc. "You" or "your Institution" means the Institution named in the click-through acceptance. These Terms commence upon your acceptance and will terminate on March 1, 2028.

1. What is a cohort project and what are the details of this cohort project?

A cohort project brings several institutions together to study a shared issue, exchange knowledge, and develop practical findings or resources that benefit the community at large. Cohort members typically contribute staff time, information, and a participation fee to offset the cost of the project. We facilitate each cohort project and may publish a report, tool, presentation, or other output for the cohort and the broader community.

You can find details relating to the AI in Action: A Collaborative Cohort to Advance Library Operations project prospectus (Prospectus) here: https://sr.ithaka.org/ai-library-operations_fall-2026/

2. What will Ithaka S+R do?

We will coordinate the Project, perform the work assigned to us in the Prospectus, facilitate cohort activities, and use professional care in doing so. We will decide how to organize the work and will have final editorial control over materials and outputs we create.

3. What does your Institution need to do?

You will participate in the cohort activities described in the Prospectus to the extent feasible by your Institution.

4. What will your Institution pay?

Your Institution will make a cost-sharing contribution of $12,000 to participate in the Project. Payment is due upon agreement to these Terms. You are responsible for your own

staff time, technology, and other internal or third-party costs. Terms contained in a purchase order, invoice or similar forms will not change these Terms. Fees exclude legally applicable taxes.

5. What if Ithaka S+R cannot launch or continue the Project?

If required funding or participation is not available, we may not run the Project. In that case, we would refund your Institution any prepaid fees for work we will not perform. After that refund, neither Party will have further Project-related obligations except for terms that, by their nature, would continue.

6. Is your Institution required to provide any materials in connection with the Project?

Your Institution is required to share the limited materials described in the Prospectus with Ithaka S+R and the other academic library institutions participating in the Project (Institution Materials). You must ensure that you have permission to share any Institution Materials and do not share any confidential information or information containing personal information (information that identifies or could reasonably identify an individual). Your Institution takes sole responsibility for any claims relating to your Institution's provision of information to us for which you do not have the requisite permission(s) or contains confidential or personal information.

Any information you share over the course of the Project may be used, adapted, combined, distributed, or shared by Ithaka S+R on an ongoing basis in connection with its nonprofit mission to make knowledge and education available to people around the world. This information will not be attributed to your Institution unless you provide written permission to Ithaka S+R.

7. Who owns materials shared or developed in connection with the Project?

Each party keeps any materials it previously owned or developed independently and exclusively outside the Project. Ithaka S+R will own the research instruments, methods, templates, convening and webinar materials, analyses, reports, tools, and other work we create or use for the project (Ithaka S+R's Work Product), including any materials developed by Ithaka S+R that incorporate Institution Materials. Ithaka S+R retains sole editorial control over the work product it develops in connection with the Project.

Ithaka S+R gives your Institution a license to use Ithaka S+R's Work Product for internal, noncommercial research, educational and analytical purposes. You may not share, sublicense, or commercially exploit those materials.

8. Can we use each other's names and logos?

We may identify your Institution as a Project participant in project materials, participant lists, reports, presentations, websites, and related communications (though you can provide us with written notice if you do not want us to do so). You may accurately describe your participation in the Project but may not imply that Ithaka S+R endorses your Institution or any of your Institution's activities. Neither Party may use the other's logo or trademarks without written approval or express permission in an applicable Project Exhibit.

9. Where should communications be directed?

Routine Project communications will be sent to the Project contact identified in the applicable Project Information form. Legal notices must be sent by email to the legal contact identified in that form, and notices to Ithaka S+R must be sent to Legal@ithaka.org. A legal notice will be considered received when the email is delivered without an automated failure or bounce-back message, or when the receiving Party otherwise confirms receipt, whichever occurs first. If your Institution does not identify a separate legal contact, legal notices may be sent to the Project contact listed in the Project Information form.

10. What happens if your Institution's participation in the Project ends early?

You may withdraw from the Project at any time by 30 days prior written notice. We may suspend participation for nonpayment, violation of these Terms, legal risk, or conduct that materially harms the Project or other participants. As this Project is funded on a cost-sharing basis, we will not refund any fees already paid if these terms are terminated early by either party (though we would refund your Institution's fees if the Project is not launched due to lack of funding). Ending your participation does not affect payment obligations or any rights and responsibilities that are intended to continue after the Project ends, including those relating to confidentiality, privacy, ownership, licenses, liability, and use of Project materials and outputs.

11. What if your Institution is a public institution and cannot agree to certain terms?

A public institution may have rights, limits, immunities, or restrictions under applicable law. Nothing here waives those protections or requires it to act beyond its lawful authority. This does not reduce your Institution's responsibilities to the extent they are permitted by law.

12. What is the relationship between Ithaka S+R and your Institution?

Ithaka S+R and your Institution are acting as independent contractors. These Terms do not create a partnership, joint venture, agency, employment relationship, fiduciary relationship, or authority for either of us to bind the other. No other person or entity will receive enforceable rights under this agreement.

To the fullest extent allowed by law, neither Party will be liable to the other for indirect, incidental, special, punitive, or consequential damages, or for lost profits, revenue, opportunities, or data. ITHAKA's total liability arising from a Project will not exceed the fees paid by your Institution.

13. Can these Terms be changed?

The Terms can only be changed in a writing accepted by representatives of both Parties, authorized to bind their organization or institution. These Terms are the complete agreement for the Project and replace any earlier discussions about the Project that may have occurred. A waiver of any of these Terms applies only to the specific matter waived. If one provision of the Terms is unenforceable, the rest remains effective.