

MOUs and Member Agreements



ASSOCIATION OF SOUTHEASTERN RESEARCH LIBRARIES

Approved April 2011, Revised March 2014

ASERL Collaborative Journal Retention Program Agreement

Introduction

ASERL libraries seek new options for sharing the costs and effort of long-term retention of print journals. The policies contained in this document have been reviewed and approved by the ASERL Board of Directors and all participating ASERL libraries. The following agreement provides assurance that the journals designated under this agreement will be retained and available for research purposes as long as the need reasonably exists, thereby allowing participating ASERL libraries to consider withdrawing duplicates of said items from their campus collections, and to rely with confidence on access to the retained copies.

1. Governance

- 1.1. The program will be governed by a Steering Committee consisting of one representative of each participating library and a liaison from the ASERL Board of Directors. Each participating library director will designate the Steering Committee member. The ASERL Executive Director shall be an ex officio member of the committee and shall be non-voting except to decide any tie votes.

2. Duration of Agreement, Discontinuance of Participation

- 2.1. This agreement shall be in effect through December 31, 2035, upon which time this agreement may be renewed as desired by participating libraries. This agreement will be reviewed in 2020 and 2030 to ensure it continues to provide value to participants.
- 2.2. Any modification, amendments or other changes to this agreement must be approved by a 2/3 majority vote of the Steering Committee and a review of the ASERL Board.
- 2.3. A participating library may opt to discontinue their participation in this agreement at any time without penalty, but must provide written notice to the Steering Committee a minimum of 24 months prior to withdrawing from the agreement.

3. Selection and Identification of Retained Materials

- 3.1. This agreement is designed primarily for storing low use print journals.
- 3.2. Materials will be selected for retention based on the completeness of the journal set and their quality/condition.
- 3.3. Participating libraries shall note the retention status of designated items within their local catalogs and/or other collection management systems, as deemed appropriate by the Steering Committee.
- 3.4. ASERL shall maintain a free and publicly accessible list describing the journals retained under this agreement, as deemed appropriate by the Steering Committee.
- 3.5. The participating library shall maintain all of the designated journals in their original, artifactual form whenever possible. If necessary because of damage to or loss of the original of any of the materials, a hard copy facsimile may be used to fill in gaps.

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4. **Retention Facilities**

4.1. Items that are to be retained under this agreement will be housed in one of the following types of facilities

Remote Storage Facility	Locked / Secured Stacks	Open Stacks
An environmentally controlled, secured facility that is not open for public browsing	On-site access that is not open for public browsing	Open for public browsing

5. **Ownership and Maintenance of Retained Materials**

- 5.1. The ownership of materials designated for retention under this agreement shall remain the property of the library that originally purchased the item(s). The library that agrees to retain a set of journals will verify the degree of completeness of the set to the volume level.
- 5.2. The retaining library accepts responsibility for ensuring the serviceable condition of journals designated as part of this agreement. Serviceable condition will be defined as physically usable. Materials infested by mold or otherwise in a state of obvious deterioration will not be accepted for retention. The library shall document the method of review in the journal holdings confirmation statement as either "physical" or "bibliographic".
- 5.3. Should a participating library be unwilling or unable to retain a set of journals that were designated as part of this agreement, that library must provide 12 months written notice to ASERL and offer to transfer ownership of said journals to another ASERL library for retention under this agreement.

6. **Operational Costs**

6.1. All costs and workload for staffing and maintaining the facilities and retained materials will be borne by the library that undertakes the agreement.

7. **Duplicate Materials**

7.1. Any ASERL library may at its discretion retain duplicates of items retained under this agreement by other members of ASERL. No ASERL library will be required to discard any materials.

8. **Circulation**

- 8.1. Access to the contents of retained journals will be through electronic or paper duplication, or on-site access to specified items at the contributing library's discretion.
- 8.2. The current circulation status of contributed titles must be accurately reported to indicate levels of risk. Levels of potential risk are defined in the table below:

	Remote Storage Facility	Locked / Secured Stacks	Open Stacks
Non-Circulating	Lowest Risk	Low Risk	Moderate Risk
Building Use Only	Low Risk	Low - Moderate Risk	Moderate - High Risk
Circulating	Moderate Risk	Moderate - High Risk	Highest Risk

9. **Lost or Damaged Materials**

In the event of loss, damage or deterioration, the participating library shall use reasonable efforts to promptly obtain replacement copies of any of the retained items. Original artifactual copies are always preferred, but facsimiles are acceptable when necessary.

Central Iowa Collaborative Collections Initiative (CI-CCI) Memorandum of Understanding (MOU)

Mission Statement

The purpose of the CI-CCI is to enhance and sustain the availability of scholarly information for the combined user community of the group. The collaboration will strive to model effective best practice for cooperative collections and resource sharing.

Project Goals

The project has four immediate goals:

First, to responsibly reduce the size of local print collections by reducing duplication among the participating libraries so that library space may be freed up for other uses.

Second, to create and maintain a distributed, shared collection of these identified monograph titles to ensure that circulating copies of them are retained within the group, readily accessible to group participants as well as other libraries.

Third, to coordinate acquisitions with the goal of developing a “shared collection” among the participants to reduce duplication, leverage acquisition funds, and to reduce the frequency for the necessity to do data refresh.

Fourth, establish an environment where exploration and development of additional areas of collaboration can flourish (e.g., technology, etc.).

Guiding Principles

Participant libraries are committed to work together collaboratively to meet the Project Goals above for a minimum of 10 years (with options for review, renewal and dissolution as outlined below). We recognize that some of the specifics of this collaboration including the number of print titles covered, the participating libraries involved and details of responsibilities are likely to change over time and that adjustments will be desirable.

The MOU commitment is to work in consultation with each other for 10 years to responsibly, collaboratively and transparently manage the shared print collection that is a result of our joint withdrawal and retention actions.

Duration of agreement

Libraries agree to work together collaboratively to meet the Project Goals of the project for a minimum of 10 years from the start of the original agreement unless this agreement is dissolved or superseded by the mutual agreement of a simple majority of the participants. The length of this agreement may be extended at the end of the original period by mutual agreement of the group. Review of the agreement, its terms and implications will occur at no less than three (3) year intervals, or when a request is supported by a simple majority of full participant libraries.

Release from or renegotiation of agreement terms

An individual institution may be released from the agreement or modify its’ retention list for reasons beyond the library’s control such as a disaster, financial exigency, or a university mandate.

Should an institution need to withdraw from the group, that library is expected to work in good faith with the remaining participants to address the resultant implications. This is expected to include providing ample written notice of withdrawal (six months where possible), supplying the library's retention list and identifying redistribution options among the remaining group members.

Governance and Administration

The collaboration shall be governed by a Directors Committee composed of each Library's senior administrator. Each institution has one vote on issues concerning the collaboration. The Directors will meet at least once per year and may elect to meet more often. The annual Directors meeting will be at a mutually agreed upon date and location.

The Directors Committee may appoint task forces to investigate specific issues. The task force members will be appointed by the Directors Committee. Each Director will appoint a member or members from his or her own institution to these task forces. Task forces will meet as needed. Task force meetings will be led by representatives appointed by Directors Committee.

Current participants

Central College
Drake University
Grand View University
Grinnell College
Simpson College

Addition of new participant libraries

New participant libraries will agree to the mission and goals of the collaboration spelled out in the MOU. Generally new participant libraries will be added at a data refresh. Libraries that match their holdings against the shared collection *prior* to a refresh are required to contribute their library holdings at the next data refresh. When those libraries receive their retention lists and assume responsibility for retention titles in the shared collection, they become full participants in the shared collection. Full participant libraries may vote on issues relating to the MOU and the shared collection. Prior to that, representatives may attend meetings as nonvoting delegates.

Description and Maintenance of the Shared Print Collection

This agreement covers the set of retention titles to be identified by criteria that will be developed in the 2013 Sustainable Collection Services (SCS) deselection project. The group data analysis of collective holdings and individual title circulation will result in the identification of potential "withdrawal" titles and "retention" titles. The goal is to have a proportional distribution of titles as well as maintaining two copies of every item. These titles will be assigned by mutual agreement. The list of the titles a school is responsible for maintaining is called the "retention list." This agreement excludes library materials not specifically contained on retention lists or allocated withdrawal lists developed during the project.

1. Ownership and location of resources

Where possible, two print copies of each withdrawn title will be retained in a shared print collection distributed among the participant libraries. The two copies will be maintained at two separate

designated participant libraries that already own and have recorded holdings of the title. Libraries will maintain ownership of their designated retention titles. Retention titles will be housed in facilities operated or shared by the owning library at the expense of that library.

2. Maintenance of the shared collection

Each library will use their best effort to maintain, house, preserve, and make available the titles on its respective retention list for the duration of this agreement. Libraries will not be held accountable for regular inventorying of their retention titles but are encouraged to do this when possible as a best practice.

3. Protection of retention list titles

Each library is expected to take appropriate local steps to protect their retention titles from discard as outlined in the Acquisitions Addendum. The aim is to facilitate data refresh and also to create the potential for all participants to identify retention items in OCLC or alternative shared discovery system.

4. Retention facilities, maintenance requirements, physical handling

Libraries are expected to treat retention titles with the same or better care as other materials in their collections as regards physical handling, circulation, repairs and restoration.

5. Circulation

Both of the retention copies are expected to circulate. No effort will be made to identify and monitor a preservation copy. All titles will be searchable in OCLC and available as outlined in the Interlibrary Loan Addendum.

6. Damaged, lost, missing and replacement copies

Libraries are expected to follow their usual workflows and procedures for identifying, repairing and replacing retention list titles. They will make a good faith effort to respond to badly damaged (unloanable) or lost titles in a way that displays sound judgment in the context of the particular title and its availability to other libraries in the state.

7. Notification about non-replacement or discard of retention titles

If a participating library knowingly elects not to replace a lost or badly damaged retention list title or if it replaces a retention title with a later edition it must notify the other participant libraries annually through an agreed standard notification mechanism. This will allow other participants, or the group as a whole to determine if they want to take further replacement actions. It also provides a mechanism by which the group can monitor and assess losses to the shared collection.

8. Data refresh

Libraries may choose to take part in a data refresh with updated circulation data and additional libraries' holdings at regular intervals. It may also provide opportunities to redistribute retention loads. Participant libraries will not be *required* to refresh their data. If a library elects not to refresh they will not be held responsible for retaining additional titles. They will remain responsible for their

CENTRAL IOWA COLLABORATIVE COLLECTIONS INITIATIVE

Memorandum of Understanding (MOU)

<https://ci-cci.org/documents/>

existing retention titles unless notified that the refresh has resulted in the removal of titles from their retention list.

By signature below, the following official representatives acknowledge having read and understood the agreement and document and agree to be bound by its terms and conditions.

Approved:

Central College

Library Director

Date

President/Senior Academic Officer or Designee

Date

Drake University

Library Director

Date

President/Senior Academic Officer or Designee

Date

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Grand View University

Library Director

Date

President/Senior Academic Officer or Designee

Date

Grinnell College

Library Director

Date

President/Senior Academic Officer or Designee

Date

Simpson College

Library Director

Date

President/Senior Academic Officer or Designee

Date

CIC SHARED PRINT REPOSITORY MOU
May 2011

CIC Center for Library Initiatives
Memorandum of Understanding for a CIC Shared Print Repository

Statement of Purpose:

The Library Directors of the Committee on Institutional Cooperation (CIC) are committed to effective stewardship of library and university resources. That commitment extends to effective use of library space, maintaining convenient user access to scholarly works, and to assuring the long-term preservation of legacy print collections. The following MOU among CIC libraries is intended to support a sustainable program for the retention and servicing of the appropriate number of print copies required to meet the research and instructional needs of our universities. These goals will be achieved through the development of CIC SHARED PRINT REPOSITORY (REPOSITORY), collectively owned, governed and maintained by PARTICIPATING CIC LIBRARIES.

By executing this Memorandum of Understanding (MOU), PARTICIPATING CIC LIBRARIES are making a commitment to each other--and conveying to their campus communities--that they will support long-term retention of CIC legacy print resources, and that specified best-practices will be adhered to in managing and providing ongoing access to these resources. Indiana University has committed to develop the initial print collection in conjunction with the PARTICIPATING CIC LIBRARIES. As the storage initiative progresses, it is anticipated that print holdings from CIC libraries will be ingested and managed by several different institutional HOST SITES. The terms of these hosting arrangements will be 1) specified in separate contractual agreements with the CIC; 2) unanimously endorsed by the Governing Board; and 3) reflective of the principles and practices codified herein.

The <name of institution> commits to join the CIC SHARED PRINT REPOSITORY, a collaborative effort of the Committee on Institutional Cooperation and PARTICIPATING CIC LIBRARIES to support the effective management of print assets held by CIC Universities. The <name of institution> will join the REPOSITORY initiative as a FOUNDING PARTNER, and support the principles, policies and procedures proposed herein.

1. Governance

The CIC SHARED PRINT REPOSITORY will be guided by a GOVERNING BOARD composed of the Library Directors of PARTICIPATING CIC LIBRARIES and the Director of the Center for Library Initiatives (*ex officio*). This BOARD will administer the overall directions of the project, including approving policies, budgets, membership fees, standards, system development, and service strategies.

The GOVERNING BOARD will appoint a CIC SHARED PRINT REPOSITORY STEERING COMMITTEE, drawn from a subset of Library Directors from PARTICIPATING CIC LIBRARIES (including at least one Director from a HOST SITE), the Director or Deputy Director of the CIC Center for Library Initiatives, and the chairs of various working groups. The Steering Committee will maintain oversight responsibility

for selection of material, development of operational processes, disbursement of funds, and program evaluation. The terms of appointment and succession for members of the STEERING COMMITTEE, and the scope of the COMMITTEE'S remit, will be specified by the GOVERNING BOARD. The STEERING COMMITTEE, in turn, may appoint and oversee functional WORKING GROUPS (e.g., Collections, Technical Services, Public Services) as needed to accomplish the project's goals.

2. Administration

The Committee on Institutional Cooperation, in conjunction with the University of Illinois acting as its fiscal agent, will provide administrative support for the initiative in the form of:

- Executing and monitoring agreements with HOST SITES
- Managing project finances, including billing PARTICIPATING CIC LIBRARIES and dispensing project funds to meet obligations to HOST SITES, vendors and other service providers
- Supporting communication about the project and interacting with other regional and national storage initiatives
- Assisting the GOVERNING BOARD and STEERING COMMITTEE with project assessment, data gathering, and facilitating communication among the various governance and working groups
- Arranging and/or hosting project related meetings

3. Duration/Withdrawal/Termination

This MOU among PARTICIPATING CIC LIBRARIES and the CIC shall be in effect for five (5) years from the date of first execution, and will be subject to renewal in five (5) year increments beyond this initial MOU with the written consent of each PARTICIPATING CIC LIBRARY.

A PARTICIPATING CIC LIBRARY considering withdrawal from the program at the end of a five-year term should provide notice to the GOVERNING BOARD twelve (12) months prior to the expiration of this or subsequent MOUs. CIC SHARED PRINT REPOSITORY materials deposited by a withdrawing library cannot be removed from the shared collection without the unanimous consent of the GOVERNING BOARD. A PARTICIPATING LIBRARY that withdraws from the program will have continued access to its own and other materials deposited during its term of participation. Fees and terms governing access to REPOSITORY materials by a withdrawing library will be determined by the GOVERNING BOARD.

The CIC SHARED PRINT REPOSITORY collaboration, and this MOU, can terminate at any time that all PARTICIPATING CIC LIBRARIES agree mutually to terminate the program. The Governing Board at the time of termination will develop a dissolution strategy that fulfills all contractual obligations (e.g., HOST SITES, vendors, the CIC, other library storage partners, etc.), and supports continued access to the stored resources in a manner that reasonably satisfies the needs of CIC libraries and users.

4. Ownership

DEPOSITING LIBRARIES will retain ownership of materials designated for the CIC SHARED PRINT REPOSITORY, but will cede ongoing administrative control of the content to the one or more HOST SITE(S) storing materials on its behalf.

DEPOSITING LIBRARIES will carry out volume level validation of materials being prepared for transfer, including updating the bibliographic record if needed, and providing accurate holdings records. The transfer of records to a HOST SITE will be carried out under protocols approved by the STEERING COMMITTEE. Preparation of materials and records for transfer will not be a reimbursed expense under the REPOSITORY program, but shipping costs can be submitted for reimbursement.

Libraries that withdraw volumes because a shared copy is already on deposit may continue to count ownership of that material for statistical and accreditation purposes, unless specifically precluded by an accrediting body.

5. Fees and Financial Obligations

Participating CIC libraries agree to provide financial support to the REPOSITORY as specified in a financial plan approved by the CIC SHARED PRINT REPOSITORY GOVERNING BOARD. Signatories are committing to provide funding for the full five-year term of this MOU.

All participating libraries will share the costs of shipping, ingest and ongoing storage in a formula to be approved by the GOVERNING BOARD. Onetime costs include: shipping and handling, ingest routines and validation. Ongoing costs include: depreciation, insurance, and other operational and service costs that accrue to the HOST SITE(S). Each PARTICIPATING CIC LIBRARY is responsible for an equal share of the costs and expenses incurred at a HOST SITE related to: the selection of materials for shared print storage; representing holdings in appropriate catalogs or discovery tools; providing metadata as needed by the host facility; and the shipping costs to transfer materials from a contributing library to the HOST SITE.

CIC LIBRARIES joining the project after the first year of operation (NON-FOUNDING PARTNERS), will be assessed all fees and charges that accrued to FOUNDING PARTNERS dating back to the initial year of the project.

CIC libraries that are not participating in the SHARED PRINT REPOSITORY program, or member libraries that have withdrawn from participation or allowed their participation to expire, may request to borrow material from the REPOSITORY for a fee, and under terms and procedures determined by the GOVERNING BOARD.

Partnership fees for the five-year TERM of this Agreement will be recommended by the STEERING COMMITTEE and approved by unanimous consent of the GOVERNING BOARD. An initial financial plan for the project can be modified as circumstances require by a majority vote of the GOVERNING BOARD, provided that contractual commitments to HOSTING LIBRARIES, vendors and contractors are honored. Following the first year of the project, the annual partnership fee will be reviewed and approved in MAY of each year to determine payments for the subsequent project fiscal year commencing in July 2011.

A PARTICIPATING CIC LIBRARY facing exceptional fiscal exigencies should bring that to the attention of the GOVERNING BOARD as far in advance as possible of a missed or reduced payment. The GOVERNING BOARD, working with the Library Director and Provost of an institution in default, should review and pursue options for sustaining participation in the archiving program.

6. Eligible Materials

Eligible materials will be designated or approved by a WORKING GROUP of CIC collection development specialists working under the direction of the GOVERNING BOARD and/or STEERING COMMITTEE. While the initial phases of the project will focus upon aggregating and securing journal backfiles, reference materials and monographs will likely be included as the project develops over time.

No print serial volumes will be duplicated in the CIC SHARED PRINT REPOSITORY program without the explicit consent of the STEERING COMMITTEE acting on behalf of the GOVERNING BOARD.

7. Service

Materials designated for the CIC SHARED PRINT REPOSITORY will be made available to users at the request of PARTICIPATING CIC LIBRARIES, and will be delivered to designated offices of the requesting library (e.g., ILL, Circulation, Reference). As appropriate, requests for articles or volumes should be made through traditional ILL channels. Fulfillment of requests will most commonly involve delivery of a scanned digital surrogate, unless it is specified that the user requires access to the original print copy of an article or work. Unless otherwise agreed to by the HOST LIBRARY and the STEERING COMMITTEE, REPOSITORY materials will be made available to readers for onsite reading at the borrowing library. Borrowing libraries will assume responsibility for any losses of content in shipping or circulation, and will work with the HOST SITE to expedite replacement.

PARTICIPATING CIC LIBRARIES will provide a list of library units, campus libraries, or branch campuses to be covered by this Agreement. Non-contiguous branch or system libraries can request materials through the central PARTICIPATING CIC LIBRARY, provided that they agree to restrict circulation to on-site use, and the central CIC Library agrees to assume responsibility for loss or damage to REPOSITORY materials as stipulated in the above paragraph.

8. Host Site Obligations

Each CIC SHARED PRINT REPOSITORY HOST SITE will execute an agreement with the CIC that specifies required conditions, procedures and services to be in compliance with the expectations of PARTICIPATING CIC LIBRARIES as addressed herein. These HOSTING AGREEMENTS might vary one from another to take account of the nature of the material being stored, the nature of the facilities being used, the term of the commitment, the partnering libraries being served, or the evolving needs and expectations of PARTICIPATING CIC LIBRARIES over time. In general, however, the HOSTING AGREEMENTS will reinforce the following expectations for institutions providing these archiving services:

- a) HOST SITES agree to house CIC SHARED PRINT REPOSITORY materials in an environmentally controlled, insured, and secured facility.
- b) HOST SITES for REPOSITORY holdings commit to retention and stewardship of deposited materials for an initial period of twenty-five years, assuming that one or more PARTICIPATING CIC LIBRARIES can provide adequate support to defray the costs of retention. Under exceptional circumstances, a HOST SITE can petition the GOVERNING BOARD for permission to discard or transfer holdings.
- c) HOST SITES will validate REPOSITORY serial holdings at the volume level for completeness, and will develop routines for attempting to fill gaps-- or replace

noticeably incomplete, damaged or otherwise compromised items-- from PARTICIPATING CIC LIBRARIES or other sources as efficient operations permit. For content ingested from other source libraries, HOST SITES will perform secondary validation to ensure that the content received matches updated and supplied holding records, and will likewise attempt to fill-in gaps or replace incomplete or seriously damaged volumes.

- d) While volume level validation is recommended for the broadly distributed journal backfiles being addressed in the initial phases of this project (Sect. 8c above), the STEERING COMMITTEE (with input from the WORKING GROUP on Collections) might recommend or mandate more vigilant review and validation protocols for some other categories of content likely to be treated in the future, provided that the added costs for this level of review are accommodated in the project budget.
- e) All content stored on behalf of the CIC will be represented by standard bibliographic records, and all physical volumes will be represented by an item record.
- f) HOST SITES will carry out standard preservation review, and treatments will be applied at ingest to maximize the shelf-life of stored content and avoid any contamination of proximate resources.
- g) HOST SITES will develop routines to disclose REPOSITORY holdings to PARTICIPATING CIC LIBRARIES and others within or beyond the CIC who might benefit from knowing what content has been secured.
- h) HOST SITES will assure that duplicate serial volumes are not ingested unless explicitly directed to do so by the GOVERNING BOARD, or the STEERING COMMITTEE acting on behalf of the GOVERNING BOARD.
- i) HOST SITES will develop the capability to make print content—or suitable surrogates-- available to constituents of PARTICIPATING CIC LIBRARIES in accord with policies and principles developed by the STEERING COMMITTEE and/or GOVERNING BOARD.

9. Assessment

PARTICIPATING CIC LIBRARIES, with administrative direction provided by the STEERING COMMITTEE, will review the SHARED PRINT REPOSITORY initiative in the fourth year of the project, and then every five years subsequent to that to monitor the ongoing value and efficacy of the program to member libraries.

10. Amendment

This MOU may be amended at any time by a two-thirds vote of the GOVERNING BOARD, provided that such amendments are consistent with the obligations the PARTICIPATING LIBRARIES, CIC, and the University of Illinois (as fiscal agent) have incurred as a result of this MOU.

11. No Partnership or Agency

This MOU is not intended, and shall not be deemed, to create a partnership or otherwise authorize joint action for any purpose except as specified herein. No party shall act as agent or representative of any other party except as authorized in accordance with this MOU.

The terms of this MOU are agreed to as confirmed by the signatures below:

_____ Library Director/University Librarian	_____ Date
_____ University Signature Authority	_____ Title
_____ Barbara Allen, CIC Director	_____ Date



SHARED PRINT ARCHIVE NETWORK MEMBER AGREEMENT APRIL 2012

The Council of Prairie and Pacific Libraries' Shared Print Archive Network (SPAN) is a distributed retrospective print repository program. Participating libraries consolidate and validate print journal backfiles and monographs at major library storage facilities and selected campus locations. The Network and archiving program may be expanded to include prospective (i.e. current) collections in the future. Initial phases of the Network will proactively focus on journal backfiles, with a much less managed, optional process for retention and preservation of scarcely held monographs in member library collections.

Terms and Conditions

1. Participation and Governance

1.1. Participation: COPPUL member libraries (not including affiliate members) will be eligible to join the SPAN in its initial phase. In future phases of expansion, affiliate members of COPPUL, other academic libraries, research libraries, and library consortia serving the Western region of Canada may also be eligible to participate.

1.2. Term of commitment: In order to promote stability of the Network, participants agree to join for an initial five (5) year term. The initial term will be April 1, 2012 – March 31, 2017. The agreement renews automatically for another five year term.

1.3. Archive Holders: Participants that commit to retain materials under the SPAN program are known as Archive Holders. Once a participating library's holdings have been analyzed through the SPAN program, the library is eligible to serve as an Archive Holder beginning in the following year.

1.4. Archive Builders: Participants that agree to proactively build archives by calling for, receiving, validating and ingesting holdings according to standards developed by SPAN are known as Archive Builders. Once an archive is built, the Archive Builder becomes an Archive Holder for the title.

1.5. Archive Supporters: Participants that support the stewardship of the scholarly record in the region but do not retain physical archives locally under the SPAN program are known as Archive Supporters.

1.6. Management Committee: The SPAN is a program of COPPUL. It is run by a Management Committee that oversees operation and development of the Network, works to integrate the Network with related archiving programs nationally and internationally, recommends solutions related to holdings disclosure and access/delivery, and develops and monitors a process to select titles for inclusion in the COPPUL SPAN archive. The Management Committee is composed of representatives

from four (4) libraries participating in the Network, including representation from various sizes of libraries, more than one province, various areas of expertise (e.g. Library Director, Technical Services, Collections Management, etc.), and of Archive Holders, Builders, and Supporters. The COPPUL Executive Director will provide support to the Management Committee. At least one COPPUL Director will serve on the Committee in order to liaise with the COPPUL Directors. Management Committee members are appointed by the COPPUL Board of Directors and serve for staggered two year terms.

1.7. Administrative Host: Administrative Hosting, such as program management, member support, and fiscal agency, will be provided by COPPUL, through the COPPUL office. The COPPUL SPAN will function as a program of COPPUL, subject to approval by the COPPUL Board of Directors.

2. Archiving

2.1. Selection process: Decisions about which titles will be incorporated into the COPPUL SPAN and where they will be preserved are made via a periodic Collection Model administered by the SPAN Management Committee with support from the COPPUL office. Title sets will be routinely identified and prioritized by ongoing collection analysis. Titles may also be nominated for archiving by SPAN libraries. Journals will be categorized as Low-, Moderate-, or Higher-Risk based on their availability electronically, rarity, and relevance to the region (Western Canada).

2.2. Retention period: Archive Holders agree to maintain SPAN archives for retention periods specific to the archive type: Low-Risk, until December 31, 2022, Moderate-Risk, until December 31, 2036, and Higher-Risk, until December 31, 2036. These dates are known as the SPAN Retention Date and represent a period of 10 or 25 years from the beginning of the SPAN program. The Management Committee will review and may modify the SPAN Retention Date every five years if agreed upon by unanimous vote within the Committee. Retention commitments survive membership in SPAN.

2.3. Ownership: Participants will retain ownership of the materials for which they are the Archive Holder. Materials which are relocated to an Archive Holder will become property of the Archive Holder (preferably through a gift process). Archive Holders agree not to sell, discard, donate, or otherwise relinquish ownership or control of any of the archived materials prior to the Retention Date, except to transfer materials to another COPPUL SPAN Archive Holder or with permission of the Management Committee.

2.4. Withdrawn materials: Libraries that withdraw their own material (books or journals) to contribute to SPAN may wish to track those items as "withdrawn in lieu of storage" for their own reporting purposes. It is possible that these copies "withdrawn in lieu" may still be counted by some organizations (ARL, CARL, etc.) as part of their extended collection – even though they will be owned by the Archive Holder, they will be subject to shared management as a result of the SPAN agreement.

2.5. Contributing holdings: Participants agree to use their best efforts to contribute holdings in a timely manner via physical transfer of materials from local collections to complete the archived backfile held by any Archive Holder.

2.6. Archiving Facilities: Archive Holders agree to maintain SPAN materials in archival locations suitable for the archive type, as established by the Management Committee. Archiving facilities are defined to include 1) campus library shelving (for lower-risk items); 2) library locations with controlled access and appropriate environmental conditions; and 3) separate high-density library storage facilities (for rare and higher-risk items).

2.7. Original Form. Archive Holders agree to maintain all of the archived materials in their original, artifactual form whenever possible.

2.8. Review of Materials (Validation): Archive Builders agree to examine all newly-archived materials according to the requirements for the level of validation specified by the Management Committee for the archive type.

2.9. Holdings disclosure: Archive Holders agree to take all steps reasonably necessary to cause all of the archived materials, and information about their accessibility to potential users, to be registered in union catalogs and other applicable system(s) as established by SPAN disclosure policy.

2.10. Access to the Materials: Archive Holders agree to make the materials available to SPAN libraries and other institutions to which the Archive Holder lends materials in accordance with the applicable Interlibrary Loan policies and procedures of the Archive Holder as follows

2.10.1. Reproductions: Archive Holders agree to fulfill requests for photocopies/electronic delivery of any of the archived materials.

2.10.2. Building Use Only: Original materials may only be provided for onsite use at the Archive Holder library or at the requesting library.

3. Financial Obligations

3.1 Financial Support to the COPPUL SPAN Program: SPAN members agree to provide financial support to SPAN through payments to the Administrative Host as specified in an annual budget and cost-sharing formula developed by the SPAN Management Committee and approved by the COPPUL Directors.

3.2. Financial Support to Archive Builders: Archive Builders receive funding from the SPAN program to help support their services as Archive Builders if approved and budgeted by SPAN.

3.3. Absorbed Costs: SPAN libraries agree to be responsible for all of the costs and expenses associated with maintaining the materials, contributing holdings to other Archive Holders (including transportation costs), and deselecting materials from local collections.

4. Withdrawal

4.1. Withdrawal of a COPPUL SPAN Member: At any time after completion of its first five years of participation, a SPAN member may withdraw by providing written notice to the Management Committee at least twelve (12) months prior to its intended withdrawal date. The SPAN member must continue to pay any required participation fees during the 12-month notice period.

4.2. Archive Holder Withdrawal: If an Archive Holder withdraws from the COPPUL SPAN or can no longer maintain the materials, the Archive Holder agrees to offer the materials to another Archive Holder and to transfer any accepted materials to the Archive Holder at the initial Archive Holder's expense. The Management Committee may waive this requirement if it determines that the materials no longer need to be archived.

Memorandum of Understanding

Distributed Print Repository

August 1, 2011

This Memorandum of Understanding (hereafter, "Agreement") is entered into this 1st day of August in the year 2011 ("Effective Date"), by the libraries at Iowa State University, the University of Iowa, and the University of Wisconsin-Madison ("Partner Libraries").

1. Scope

- 1.1. The Partner Libraries establish by this Agreement a distributed print repository ("DPR" or "the Repository") wherein each Partner Library commits to retaining in its collections a single copy ("Repository Copy") of specific printed research materials such as books and journals ("Materials"), enabling the other Partner Libraries to withdraw their copies and rely collectively on the shared Repository Copy.
- 1.2. Research Materials covered by this Agreement, and the specific retention responsibilities of Partner Libraries, are documented in appendices to this Agreement. The initial focus of the Repository is on printed backfiles of journals that are also available electronically, beginning with titles from the following three publishers:
 - American Chemical Society (Appendix A)
 - Annual Reviews (Appendix B)
 - Institute of Physics (Appendix C)
- 1.3. Repository Copies of journals should extend, whenever possible, from the beginning of the publication run (e.g., vol. 1, no. 1) through calendar year 2005, or, if the title is published on a split-year cycle, through publication year 2004-2005.
- 1.4. Repository Copies will be maintained in print format, rather than microform, compact disc, electronic data, or other format. However, in cases where supplementary materials associated with the print volumes were created in another medium, the supplementary materials will form part of the Repository and will be maintained and stored in their original format.

2. Provisions

- 2.1. The Repository is overseen collaboratively by designated staff (DPR "Contacts") in the Partner Libraries (see section 6 of the Agreement).
- 2.2. For each title in the Repository, DPR Contacts collaboratively assign retention responsibility to a single library (the "Holding Library"), taking into account:
 - Subject strengths of the Partner Libraries;
 - The completeness and condition of the title in each Partner Library; and
 - The desire to maintain some parity (over time) in the volume of material retained by each Partner Library.
- 2.3. The Holding Library agrees to maintain its Repository Copies for the term specified in section 3 of this Agreement.

- 2.4. Repository Copies are considered to be part of the Holding Library's working research collection, and are subject to the Holding Library's policies regarding access and use. Repository Copies may be housed in open or closed stacks, may circulate to some or all members of the Holding Library's clientele, and may be eligible for interlibrary loan (including to non-Partner Libraries). However, regardless of the policies governing all other uses of this material, Partner Libraries have the right to:
- 2.4.1. Obtain from the Holding Library, free of charge, digitized articles/excerpts from Repository Copies—handled, whenever possible, by the Holding Library's existing interlibrary loan service; and
 - 2.4.2. Borrow from the Holding Library, in their original format, Repository Copies for short-term use at the Partner Library, in those cases when digital copies are insufficient or infeasible. Some restrictions (such as in-house use) may apply, as determined by the Holding Library. Again, whenever possible, this access will be provided via the Holding Library's existing interlibrary loan service.
- 2.5. For any given title, Partner Libraries may choose to transfer volumes among themselves to create a complete journal run in a single Holding Library.
- 2.5.1. If volumes are transferred from a Partner Library to a Holding Library, the latter's local catalog holdings should be revised and volumes should be re-marked as needed, to minimize confusion.
 - 2.5.2. The previous paragraph (2.5.1) notwithstanding, volumes transferred in this manner are considered permanent loans between Partner Libraries, as opposed to transfers of ownership.
- 2.6. The Holding Library agrees to store Repository Copies in the best environmental and physical conditions it can reasonably offer.
- 2.7. The Holding Library determines the need for ongoing repair and conservation of the items constituting any Repository Copy, based on its own collection management and preservation objectives.
- 2.8. The Holding Library will document its retention responsibility for any given title in a manner that is clear, consistent, and readily available to staff involved in collection management.
- 2.9. If the Holding Library wishes to withdraw some or all of a Repository Copy prior to the conclusion of the Term of this Agreement, it will do so only with the approval of all Partner Libraries.
- 2.10. The Holding Library will apprise Partner Libraries as quickly as possible if a Repository Copy undergoes significant damage or loss.
- 2.11. The Holding Library is responsible for all of the costs and expenses associated with maintaining and providing access to Repository Copies housed in its local collections.

3. Term

- 3.1. The initial term ("Initial Term") for which this Agreement will be in effect is twenty-five (25) years, commencing on the Effective Date of this Agreement and concluding on August 1, 2036.
- 3.2. A formal review of this Agreement and the Distributed Print Repository shall be conducted near the midpoint of the Initial Term, by February 1, 2024.
- 3.3. Following the Initial Term, this Agreement shall be eligible for renewal ("Renewal Term") in five-year increments. For the purposes of this Agreement, "Term" shall be deemed to include the Initial Term and any Renewal Term(s).

4. Amendment

- 4.1. This Agreement may be amended in whole or in part at any time by mutual agreement of the directors at the Partner Libraries ("Signatories;" see section 7 of the Agreement).

5. Termination: This Agreement is subject to termination as provided below.

- 5.1. Termination by mutual consent. This Agreement may be terminated at any time upon the mutual consent of the Partner Libraries.
- 5.2. Notice of termination. Notice of termination of this Agreement, by any Partner Library, shall be made in writing to the Signatories of this Agreement or their designated proxies.
- 5.3. Effect of termination. If a Partner Library terminates its participation in the Repository program, it will exercise, on a title-by-title basis, one of the following two options to ensure that the remaining Partner Libraries have ongoing access to all Repository Copies:
 - 5.3.1. Either the terminating Partner Library will retain a Repository Copy in its local collections, and continue to provide the level of shared access described in section 2.4 of this Agreement; or
 - 5.3.2. The terminating Partner Library will arrange for a Repository Copy to be transferred to one of the remaining Partner Libraries.

6. Contacts

Iowa State University

David Gregory
Associate Dean for Research & Access
University Library

Karen Lawson
Associate Dean for Collections & Technical Services
University Library

University of Iowa

Nancy E. Kraft
Preservation Librarian
University Libraries

Edward Shreeves
Associate University Librarian & Director, Collections & Scholarly Communication
University Libraries

University of Wisconsin-Madison

Mary Rader
Interim Director, Collection Development
General Library System

Andrea Rolich
Preservation Librarian
General Library System

7. Signatories

Iowa State University

Olivia M. A. Madison
Dean of the Library

(Signature)

(Date)

University of Iowa

Nancy L. Baker
University Librarian

(Signature)

(Date)

Deborah Zumbach
Senior Associate Director, Business Services
& Director of Purchasing

(Signature)

(Date)

University of Wisconsin-Madison

Kenneth L. Frazier
Director, General Library System

(Signature)

(Date)

APPENDIX A: Journals in the American Chemical Society (ACS) backfile**Project finalized:** August 1, 2011**Detailed project records maintained by:** Iowa State University Library

This agreement covers the backfiles of the following journals published by the American Chemical Society (ACS), electronic versions of which are preserved in Portico. The list is arranged alphabetically by journal title. If the title has changed, earlier titles are shaded and precede the final version of the title, with a note ("Continued by," etc.). See detailed project records for the specific years/volumes covered by this agreement.

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
0001-4842	Accounts of chemical research	X		
1554-8929	ACS chemical biology			X
0096-4484	[Industrial & engineering chemistry. Analytical edition]	X		
	Continued by:			
0003-2700	Analytical chemistry	X		
0006-2960	Biochemistry		X	
1043-1802	Bioconjugate chemistry			X
1525-7797	Biomacromolecules			X
8756-7938	Biotechnology progress			X
0097-6423	[Industrial and engineering chemistry. News edition]	N/A (excluded from project)		
	Continued by:			
0009-2347	Chemical & engineering news			
0893-228X	Chemical research in toxicology			X
0009-2665	Chemical reviews	X		
0897-4756	Chemistry of materials	X		
1528-7483	Crystal growth & design			X
0887-0624	Energy & fuels			X
0013-936X	Environmental science & technology			X
0095-9014	[Journal of industrial and engineering chemistry]		X	
	Continued by:			
0019-7866	Industrial & Engineering Chemistry		X	
0019-7874	Industrial & engineering chemistry fundamentals		X	
0019-7882	Industrial & engineering chemistry process design and		X	
0536-1079	[I&EC product research and development]		X	
	Continued by:			
0091-1968	[Product R&D]		X	
	Continued by:			

IOWA-WISCONSIN DISTRIBUTED PRINT REPOSITORY

Appendix A: Journals in the American Chemical Society (ACS) backfile

<http://www.crl.edu/sites/default/files/attachments/misc/iowa-iowaState-UW-MOU.DOC>

 MOU: Distributed Print Repository
 APPENDIX A: American Chemical Society
 8/1/2011; Page 2

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
0196-4321	Industrial & engineering chemistry product research and		X	
0888-5885	Industrial & engineering chemistry research		X	
0020-1669	Inorganic chemistry		X	
0021-8561	Journal of agricultural and food chemistry			X
0095-9146	[Chemical & engineering data series]			X
	Continued by:			
0021-9568	Journal of chemical and engineering data			X
0021-9584	Journal of Chemical Education		X	
0021-9576	[Journal of chemical documentation]			X
	Continued by:			
0095-2338	[Journal of chemical information and computer sciences]			X
	Continued by:			
1549-9596	Journal of chemical information and modeling			X
1520-4766	Journal of combinatorial chemistry			X
1549-9618	Journal of chemical theory and computation			X
0095-9065	[Journal of medicinal and pharmaceutical chemistry]		X	
	Continued by:			
0022-2623	Journal of medicinal chemistry		X	
0163-3864	Journal of natural products		X	
0022-3263	Journal of organic chemistry		X	
0092-7325	[Journal of physical chemistry]	X		
	Continued by:			
0092-7023	[Journal of physical & colloid chemistry]	X		
	Continued by:			
0022-3654	[Journal of physical chemistry]	X		
	Continued by:			
1089-5639	Journal of physical chemistry A	X		
1520-6106	Journal of physical chemistry B	X		
1932-7447	Journal of physical chemistry C	N/A (excluded from project)		
1535-3893	Journal of proteome research			X
0002-7863	Journal of the American Chemical Society	X		
0743-7463	Langmuir		X	
0024-9297	Macromolecules		X	
1543-8384	Molecular pharmaceuticals			X
1530-6984	Nano letters			X
1523-7060	Organic letters			X
1083-6160	Organic process research & development		X	
0276-7333	Organometallics		X	

MOU: Distributed Print Repository

APPENDIX B: Annual Reviews

8/1/2011; Page 1

APPENDIX B: Journals in the Annual Reviews (AR) backfile**Project finalized:** August 1, 2011**Detailed project records maintained by:** Iowa State University Library

This agreement covers the backfiles of the following journals published by Annual Reviews (AR), electronic versions of which are preserved in Portico. The list is arranged alphabetically by journal title. If the title has changed, earlier titles are shaded and precede the final version of the title, with a note ("Continued by," etc.). See detailed project records for the specific years/volumes covered by this agreement.

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
0084-6570	Anthropology			X
0066-4146	Astronomy and Astrophysics		X	
0066-4154	Biochemistry			X
1523-9829	Biomedical engineering		X	
0084-6589	[Biophysics and bioengineering]		X	
	Continued by:			
0883-9182	[Biophysics and biophysical chemistry]		X	
	Continued by:			
1056-8700	[Biophysics and Biomolecular Structure]		X	
	Continued by:			
1936-122X	Biophysics	N/A (no print holdings)		
0743-4634	[Cell biology]			X
	Continued by:			
1081-0706	Cell and Developmental Biology			X
8756-7016	Computer science			X
0084-6597	Earth and Planetary Sciences			X
0066-4162	[Ecology and systematics]			X
	Continued by:			
1543-592X	Ecology, Evolution, and Systematics			X
0362-1626	[Energy]			X
	Continued by:			
1056-3466	[Energy and the environment]			X
	Continued by:			
1543-5938	Environment and resources			X
0066-4170	Entomology	X		
0066-4189	Fluid Mechanics	X		

MOU: Distributed Print Repository

APPENDIX B: Annual Reviews

8/1/2011; Page 2

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
0066-4197	Genetics			X
1527-8204	Genomics and human genetics		X	
0732-0582	Immunology			X
1550-3585	Law and social science			X
0084-6600	[Materials science]	X		
	Continued by:			
1531-7331	Materials research	X		
0066-4219	Medicine			X
0066-4227	Microbiology			X
0147-006X	Neuroscience			X
0066-4243	[Nuclear science]		X	
	Continued by:			
0163-8998	Nuclear and particle science		X	
0199-9885	Nutrition	X		
0066-4251	[Pharmacology]			X
	Continued by:			
0362-1642	Pharmacology and Toxicology			X
0066-426X	Physical Chemistry	X		
0066-4278	Physiology			X
0066-4286	Phytopathology	X		
0066-4294	[Plant physiology]			X
	Continued by:			
1040-2519	[Plant physiology and plant molecular biology]			X
	Continued by:			
1543-5008	Plant Biology			X
1094-2939	Political science		X	
0066-4308	Psychology		X	
0163-7525	Public Health			X
0360-0572	Sociology		X	

APPENDIX C: Journals in the Institute of Physics (IOP) backfile**Project finalized:** August 1, 2011**Detailed project records maintained by:** Iowa State University Library

This agreement covers the backfiles of the following journals published by the Institute of Physics (IOP), electronic versions of which are preserved in Portico. The list is arranged alphabetically by journal title. If the title has changed, earlier titles are shaded and precede the final version of the title, with a note ("Continued by," etc.). See detailed project records for the specific years/volumes covered by this agreement.

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
0004-6256	Astronomical Journal		X	
0004-637X	Astrophysical Journal		X	
0067-0049	Astrophysical journal. Supplement series		X	
1009-1963	Chinese physics		X	
0256-307X	Chinese Physics Letters	X		
0264-9381	Classical and Quantum Gravity	X		
1364-7830	Combustion theory and modelling			X
0253-6102	Communications in Theoretical Physics	X		
0967-1846	Distributed Systems Engineering			X
0143-0807	European Journal of Physics	X		
0295-5075	Europhysics letters			X
0169-5983	Fluid Dynamics Research	X		
0266-5611	Inverse Problems	X		
1064-5632	Izvestiya. Mathematics	X		
1742-2132	Journal of geophysics and engineering		X	
0960-1317	Journal of Micromechanics and Microengineering			X
1741-2560	Journal of neural engineering		X	
0029-4780	[Nouvelle revue d'optique appliquée]		X	
	Continued by:			
0335-7368	[Nouvelle revue d'optique]		X	
	Continued by:			
0150-536X	[Journal of Optics]		X	
	Continued by:			
1464-4258	Journal of optics. A, Pure and applied optics		X	
0954-8998	[Quantum optics]		X	
	Continued by:			
0954-8998	[Journal of the European Optical Society. Part B, Quantum optics]		X	

MOU: Distributed Print Repository
 APPENDIX C: Institute of Physics
 8/1/2011; Page 2

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
	Continued by:			
1355-5111	[Journal of the European Optical Society. Part B, Quantum and semiclassical optics]		X	
	Continued by:			
1464-4266	Journal of optics. B, Quantum and semiclassical optics		X	
0022-3689	[Journal of physics. A, General physics (Proceedings of the Physical Society)]	X		
	Continued by:			
0301-0015	[Journal of physics. A, Mathematical, nuclear and general]	X		
	Continued by:			
0305-4470	[Journal of physics. A, mathematical and general]	X		
	Continued by:			
	Journal of physics. A, mathematical and theoretical	X		
0022-3700	[Journal of physics. B, Atomic and molecular physics]		X	
	Continued by:			
0953-4075	Journal of physics. B, Atomic, molecular, and optical physics		X	
0022-3719	Journal of physics C. Solid state physics	X		
0953-8984	Journal of physics. Condensed matter	X		
0508-3443	[British journal of applied physics]			X
	Continued by:			
0022-3727	Journal of physics. D, Applied physics			X
0305-4608	Journal of physics. F, Metal physics	X		
0305-4616	[Journal of physics. G, Nuclear physics]		X	
	Continued by:			
0954-3899	Journal of physics. G, Nuclear and particle physics		X	
0952-4746	Journal of Radiological Protection		X	
0950-7671	[Journal of Scientific Instruments (1950)]			X
	Continued by:			
0950-1290	[Journal of scientific instruments. Journal of physics E]			X
	Continued by:			
0022-3735	[Journal of physics. E, Scientific instruments]			X
	Continued by:			
0957-0233	Measurement science & technology			X
0026-1394	Metrologia	X		
0965-0393	Modelling and Simulation in Materials Science and Engineering			X
0957-4484	Nanotechnology			X
0954-898X	Network			X
0951-7715	Nonlinearity	X		
0029-5515	Nuclear fusion	X		

MOU: Distributed Print Repository
 APPENDIX C: Institute of Physics
 8/1/2011; Page 3

ISSN	TITLE	Retention Responsibility		
		ISU	UI	UW-M
0031-8949	Physica scripta			X
0281-1847	Physica scripta. T			X
0031-9120	Physics Education	X		
0031-9155	Physics in medicine & biology		X	
0034-6683	[Review of physics in technology]			X
	Continued by:			
0305-4624	Physics in technology			X
1063-7869	Physics, Uspekhi	X		
0143-0815	[Clinical physics and physiological measurement]			X
	Continued by:			
0967-3334	Physiological Measurement			X
0368-3281	[Journal of Nuclear Energy. Part C, Plasma Physics, Accelerators, Thermonuclear Research]		X	
	Continued by:			
0032-1028	[Plasma physics]		X	
	Continued by:			
0741-3335	Plasma Physics and Controlled Fusion		X	
0963-0252	Plasma sources science & technology		X	
1478-7814	[Proceedings of the Physical Society of London]	X		
	Continued by:			
0959-5309	[Proceedings of the Physical Society]	X		
	Splits into Sections A & B:			
0370-1298	[Proceedings of the Physical Society. Section A]	X		
0370-1301	[Proceedings of the Physical Society. Section B]	X		
	Sections A & B merge back into:			
0370-1328	Proceedings of the Physical Society	X		
0034-4885	Reports on Progress in Physics			X
1674-4527	Research in Astronomy and Astrophysics	X		
0036-021X	Russian chemical reviews	X		
0036-0279	Russian mathematical surveys	X		
1064-5616	Sbornik. Mathematics	X		
0268-1242	Semiconductor Science and Technology		X	
0964-1726	Smart materials & structures	X		
0953-2048	Superconductor science & technology		X	
1475-4878	Transactions of the Optical Society		X	
0959-7174	Waves in random media		X	

Maine Shared Collections Cooperative (MSCC) Memorandum of Understanding

May 23, 2013

The Maine Shared Collections goal as set forth in this MOU is to provide new options for sharing the costs and effort of long term retention of low use library materials. The following MOU provides a mechanism by which the materials designated under this agreement will be retained and made available to participating institutions and the library users of Maine as long as the need for them exists, thereby allowing participating libraries to consider withdrawing duplicates of these items from their respective collections and to rely with confidence on access to the retained copies.

The agreement will use a distributed model, which may include local libraries and remote storage facilities.

1. Participation

1.1 Founding participants: The original participants in Maine Shared Collections Cooperative (MSCC) are: Bangor Public Library, Bates College, Bowdoin College, Colby College, Maine InfoNet, Maine State Library, Portland Public Library, University of Maine, University of Southern Maine.

1.2 Members: All libraries in Maine may apply to join the program beginning in 2015.

1.3 Membership Term: Members agree to join the MSCC for an initial term of 3 years.

1.4 Annual Membership Meeting: A membership meeting will be held each year, to update participants on the status of the program, solicit feedback on future developments, etc.

1.5 Collection Holders: Collection Holders are those members who agree to retain materials as part of the MSCC.

1.6 Collection Builders: Collection Builders are those Collection Holders who agree to ingest and validate retained materials.

1.7 Supporting Members: Supporting members will pay membership fees in exchange for ensured access to retained materials.

2. Governance

2.1 Memorandum of Understanding: The Cooperative shall be governed by a Memorandum of Understanding signed by all participating libraries.

2.2 Executive Committee: The Board of Directors of the Cooperative is composed of 5 members of the Maine InfoNet Board who represent constituencies that are participants in the Cooperative. The Board of Directors shall be selected by the Maine InfoNet Board Executive Committee. Public universities, private non-profit colleges, the State Library, and public libraries must each be represented on the Executive Committee of the Cooperative. The remaining position can represent any participant constituency.

2.3 Collections and Operations Committee: The program's Collections and Operations Committee will oversee issues related to the selection of materials for retention, as well as issues related to holdings disclosure and access/delivery. Members are appointed by and serve for terms determined by the Executive Committee.

2.4 Administrative Host: Administrative hosting, such as program management and member support, will be provided under the auspices of the Maine InfoNet Collaborative.

2.5 Membership Fees: The Executive Committee is authorized to set membership fees.

3. Duration of agreement, retention period

3.1 Duration: Libraries agree to retain materials from 15 years of date of signing. The memorandum of understanding and the retention commitment will be reviewed at least once every five years.

3.2 Modification/Amendment: This agreement can be modified or amended with the approval of 2/3 of the Executive Committee.

4. Selection and identification of retained materials

4.1 Selection: During the initial three-year term, monographs and journals will be selected for retention. After the initial term, other materials may be selected for retention. The Collections and Operations Committee will identify materials to be retained based on a collection analysis.

4.2 Holdings disclosure: Collection Holders will take all steps to ensure that the retention commitment is displayed in local and union catalogs and other applicable systems as established in the MSCC disclosure policy.

5. Retention facilities

Collection Holders agree to maintain MSCC materials in locations suitable for the materials as established by the Collections and Operations Committee. Items to be retained under this agreement may be housed in remote storage facilities, closed/secured stacks, or open (public) stacks.

6. Ownership and Maintenance of Retained Materials

6.1 Ownership: Libraries will retain ownership of the titles for which they are a Collection Holder. A library may donate materials to another library for retention. Materials which are relocated to a Collection Builder will become property of the Collection Builder (if allowed by state laws and regulations). Collection Holders agree not to sell, discard, donate, or otherwise relinquish ownership or control of any of the archived materials prior to the Retention Date, except to transfer materials to a Collection Builder or with permission of the Collections and Operations Committee.

6.2 Duplicate materials: Members may retain or withdraw duplicate copies of titles retained by a Collection Holder. No library is required to discard any materials.

6.3 Lost or damaged materials: Libraries are expected to follow their usual workflows and procedures for identifying, repairing, and replacing retained materials. Original artifactual copies are always preferred, but facsimiles are acceptable when necessary.

7. Financial obligations

7.1 Financial Support to the MSCC: Members agree to provide financial support to MSCC through

MAINE SHARED COLLECTIONS COOPERATIVE

Maine Shared Collections Cooperative (MSCC) Memorandum of Understanding

<http://www.maineinfonet.net/mscs/wp-content/uploads/Maine-Shared-Collections-Cooperative-MOU.pdf>

payments to the Administrative Host as specified in an annual budget and cost-sharing formula developed by the MSCC Executive Committee and approved by the MSCC membership.

7.2 Financial Support to Collection Builders: Collection Builders may receive funding from the MSCC program to help support their activities as Collection Builders if approved and budgeted by the subgroup of the Maine InfoNet Board of Directors.

7.3 Absorbed Costs: Members agree to be responsible for all of the costs and expenses associated with maintaining the materials, contributing holdings to Collection Builders, and deselecting materials from local collections.

8. Access to the materials

Retained materials are subject to the circulation and Interlibrary Loan policies of the Collection Holder.

9. Withdrawal: If a participating library opts to withdraw from this agreement, it must provide written notice to the Executive Committee a minimum of one year prior to withdrawing. If a Collection Holder is no longer able to retain the materials, the library may offer the materials to another library for retention.

A waiver of the one-year term may be granted by the Executive Committee in certain instances, such as a disaster, financial exigency, or institutional mandate.

Signature:

[Institution Name]

[Role/Title at Institution]

[Signatory]

Date

[Print Name]

Michigan Shared Print Initiative
MOU Consideration
May 9, 2012

MOU for Michigan Shared Print Initiative (MI-SPI) Participants

Project Goals

The project has two distinct goals:

First, to responsibly reduce the size of local print collections by reducing duplication of low circulating titles among the participating libraries so that library space may be freed up for other uses.

Second, to create and maintain a distributed, shared collection of these identified monograph titles to ensure that circulating copies of them are retained within the group, readily accessible to group participants and other Michigan libraries.

Guiding Principles

Participant libraries are committed to work together collaboratively to meet the Project Goals above for a minimum of 15 years (with options for review, renewal and dissolution as outlined below). We recognize that some of the specifics of this collaboration including the number of print titles covered, the participating libraries involved and details of responsibilities are likely to change over time and that adjustments will be desirable.

The MOU commitment is to work in consultation with each other for 15 years to responsibly, collaboratively and transparently manage the shared print collection that is a result of our joint withdrawal and retention actions.

Duration of agreement

Libraries agree to work together collaboratively to meet the two Project Goals of the Michigan Shared Print Initiative for a minimum of 15 years from the start of the original agreement unless this agreement is dissolved or superseded by the mutual agreement of a simple majority of the participants. The length of this agreement may be extended at the end of the original period by mutual agreement of the group.

Review of the agreement, its terms and implications will occur at no less than three (3) year intervals, or when a request is supported by a simple majority of full participant libraries.

Release from agreement terms

An individual institution may be released from the agreement for reasons beyond the library's control such as a disaster, financial exigency, or a university mandate.

Should an institution need to withdraw from the group, that library is expected to work in good faith with the remaining participants to address the resultant implications. This is expected to include providing ample written notice of withdrawal (six months where possible), supplying the library's retention list and identifying redistribution options among the remaining group members.

Michigan Shared Print Initiative
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Role of MCLS

MCLS will act as the agent for this project in ways that facilitate its success such as monitoring the project, coordinating communication among participant libraries, communicating with Sustainable Collection Services LLC (SCS) on behalf of the project, communicating with potential new participant libraries, bringing the group together for annual meetings and at other times as needed.

Participant Libraries

Participation is open to Michigan state-supported academic libraries that are members of the Michigan Council of Library Directors (COLD) group. Any COLD member library that retains part of the shared print collection (designated by a recognized title retention list) is a full participant library with all the responsibilities and rights outlined in this MOU. The original participant libraries commit to the project for its full term; others will join the project in progress for the remainder of the agreement.

1. Current participants

Central Michigan University
Grand Valley State University
Saginaw Valley State University
Western Michigan University

Eastern Michigan University
Michigan Technological University
Wayne State University

2. Addition of new participant libraries

Generally new participant libraries will be added at a data refresh. Libraries that match their holdings against the shared collection *prior* to a refresh are required to contribute their library holdings at the next data refresh. When those libraries receive their retention lists and assume responsibility for retention titles in the shared collection they become full participants in the shared collection. Full participant libraries may vote on issues relating to the MOU and the shared collection. Prior to that, representatives may attend meetings as nonvoting delegates.

Description and Maintenance of the Shared Print Collection

This agreement covers a set of 736,236 retention titles identified by criteria developed in the 2011-12 Sustainable Collection Services LLC (SCS) deselection project.

This agreement excludes library materials not specifically contained on retention lists or allocated withdrawal lists developed during the project. Examples of library materials not covered by the agreement include but are not limited to: uniquely held items, items added to the collection after 2005, items published after 2005, items other than circulating monographs, items where circulation exceeds the minimum level (3) at participating libraries.

1. Ownership and location of resources

Two print copies of each withdrawn title will be retained in a shared print collection distributed among the participant libraries. The two copies will be maintained at two separate designated participant libraries that already own and have recorded holdings of the title. Libraries will maintain ownership of their designated retention titles. Retention titles will be housed in facilities operated or shared by the owning library at the expense of that library.

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2. Maintenance of the shared collection

Each library will use their best effort to maintain, house, preserve, and make available the titles on its respective retention list for the duration of this agreement.

Libraries will not be held accountable for regular inventorying of their retention titles but are encouraged to do this when possible as a best practice.

3. Protection of retention list titles

Each library is expected to take appropriate local steps to protect their retention titles from discard. Participant libraries will work toward adopting an agreed on standardized bibliographic identification (e.g. to MARC 583 <http://www.loc.gov/marc/bibliographic/bd583.html>) to retention items in their collections. The aim is to facilitate data refresh and also to create the potential for all participants to identify retention items in MeLCat or alternative shared discovery system.

4. Retention facilities, maintenance requirements, physical handling

Libraries are expected to treat retention titles with the same or better care as other materials in their collections as regards physical handling, circulation, repairs and restoration.

5. Circulation

Both of the retention copies are expected to circulate. No effort will be made to identify and monitor a preservation copy.

All titles will be searchable in MeLCat and able to be requested through RIDES delivery service.

The shared titles will circulate locally according to each library policy and will follow the standard ILL practices of each institution for lending to other libraries.

6. Damaged, lost, missing and replacement copies

Libraries are expected to follow their usual workflows and procedures for identifying, repairing and replacing retention list titles. They will make a good faith effort to respond to badly damaged (unloanable) or lost titles in a way that displays sound judgment in the context of the particular title and its availability to other libraries in the state.

For example where titles are available in other libraries in the state (or widely available nationally) it may not be necessary or prudent to replace them given the low circulating history of these titles.

Some suggested decision guidelines are provided in an Appendix to this document.

7. New editions

Libraries may follow their usual workflows and procedures with respect to new editions of retention list titles. Where it is general practice for a library to replace a title with the most recent edition this procedure may be followed even where the older edition is on a library's retention list.

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8. Notification about non-replacement or discard of retention titles

If a participating library knowingly elects not to replace a lost or badly damaged retention list title or if it replaces a retention title with a later edition it must notify the other participant libraries through an agreed standard notification mechanism. This will allow other participants, or the group as a whole to determine if they want to take further replacement actions. It also provides a mechanism by which the group can monitor and assess losses to the shared collection.

9. Data refresh

Libraries may choose to take part in a data refresh with updated circulation data and additional libraries' holdings at regular intervals (anticipated every 3-5 years). Data refresh will provide additional withdrawal opportunities and extend the shared collection. It may also provide opportunities to redistribute retention loads.

Participant libraries will not be required to refresh their data. If a library elects not to refresh they will not be held responsible for retaining additional titles. They will remain responsible for their existing retention titles unless notified that the refresh has resulted in the removal of titles from their retention list.

Appended information

Sustainable Collection Services LLC (SCS) proposal for MCLS dated August 4, 2011
Suggested damaged/lost /missing decision guidelines.

MedPrint - Medical Serials Print Preservation Program

Instructions

The National Network of Libraries of Medicine (NN/LM) and the National Library of Medicine (NLM) are working to ensure the preservation of and continued access to the literature through a national cooperative medical serials print retention program, MedPrint.

Review

Review program details and agreement to determine if your institution will participate in the MedPrint Program.

See <http://www.nlm.nih.gov/psd/printretentionmain.html> for program details.

Preparation

1. Identify titles which your organization will commit to retain under the MedPrint program agreement.
 - a. Update holdings in DOCLINE for each title.
 - b. Verify that holding statements are accurate.
2. Indicate commitment to retain for national print retention, MedPrint.
3. After editing all titles, run your library's National Print Retention Titles report in DOCLINE (Serial Holdings/Reports/Create Report).

Participation

4. Sign the following agreement or obtain signature of authorizing party.
5. Attach a print-out of your library's National Print Retention Titles report.
6. Mail original signed document and National Print Retention Titles report to:

Martha Fishel
National Library of Medicine
Bldg 38 / Room 1S33
8600 Rockville Pike
Bethesda, MD 20894

MedPrint - Medical Serials Print Preservation Program Agreement

This document establishes the terms of agreement to be entered into by the National Library of Medicine (NLM) and member libraries in the National Network of Libraries of Medicine (NN/LM) that opt to participate in MedPrint, the Medical Serials Print Preservation Program.

The purpose of the program is to preserve important biomedical journals published in print form and to ensure continued access to the literature, as space limitations and reduced budgets impact libraries' ability to retain all of their materials. The goal is to retain a minimum of thirteen copies in libraries geographically distributed throughout the U.S., including the copy held by the National Library of Medicine. Initially, the program will include approximately 250 serial titles listed in Abridged Index Medicus and titles in PubMed Central that have been digitized by the National Library of Medicine. Additional titles may be selected for inclusion in the future. Participating libraries may select any titles from the MedPrint list available from NLM at the following location:

<http://www.nlm.nih.gov/psd/printretentionmain.html>

This is a voluntary national cooperative program. Funding will not be provided to help libraries maintain or store the titles they commit to retain.

Period of Agreement

Libraries agree to retain titles for a period up to twenty-five years, subject to renewal. This agreement goes into effect once signed by both parties and ends September 30, 2036.

Requirements for participation

1. U.S. libraries that are DOCLINE participants are eligible to serve as MedPrint Partners.
2. Libraries must hold the titles that they agree to retain from the first published volume until the title ceased in print or, if still published in print, at least until the year 2000. Libraries are not required to commit to the preceding or succeeding titles. For example, a library may elect to retain *American journal of obstetrics and gynecology* (1920-), but not *American journal of obstetrics and diseases of women and children* (1868-1919).
3. Complete holdings are preferred, but a title may be included in the program if the library's holdings are 95% complete.

The National Library of Medicine agrees to:

1. Provide general oversight for the program.
2. Monitor MedPrint commitments recorded in DOCLINE and provide commitment status reports to participating libraries.
3. Permanently retain print copies of all MedPrint titles that NLM owns.
4. Collaborate with OCLC to develop the capability to exchange print retention information between WorldCat and DOCLINE.

NN/LM Regional Medical Libraries (RML) agree to:

1. Publicize the program and solicit participation from libraries in their regions.
2. Manage and monitor participation to ensure to the extent possible that all MedPrint titles are preserved in each region.
3. Attempt to find replacement libraries to assume responsibility in the event that a participating library can no longer keep its MedPrint retention commitments.

Participating MedPrint libraries agree to:

1. Retain their MedPrint titles in original print format until September 30, 2036.
2. Validate holdings
 - a. Verify holdings of each MedPrint title are at least 95% complete at the volume level.
 - b. Verify that in addition to the articles, their MedPrint volumes contain covers, tables of contents, administrative matter, advertisements and supplements.
 - c. Verify that volumes are in usable condition.
3. Maintain records in DOCLINE
 - a. Enter accurate holdings of MedPrint titles, showing gaps at the volume level for each bibliographic record.
 - b. Indicate commitment to national retention program for each title.
 - c. Review the holdings for accuracy annually.
4. Preserve MedPrint volumes
 - a. House MedPrint volumes in facilities that maintain moderate and stable levels of temperature and relative humidity (ideally, 65°F-72°F and 30-50% RH).
 - b. Protect MedPrint collections with fire suppression, smoke detection and building security systems. A written collection disaster response and recovery plan is recommended.
5. Allow its holdings information for MedPrint titles to be exported from DOCLINE for display in other print retention registries and databases.
6. Provide access to MedPrint titles to onsite patrons and interlibrary loan requestors.

Termination of Agreement

Participating libraries will notify NLM immediately in the event that they are no longer able to meet the terms of this agreement. The National Library of Medicine may terminate this agreement at any time if parties fail to meet requirements or if program goals change.

PALCI Distributed Print Archive

Archive Holder Agreement

This Agreement is entered into this ____ day of _____ in the year ____ (“Effective Date”), between PALCI: The Pennsylvania Academic Library Consortium, Inc., a not-for-profit corporation (“PALCI”), and _____, a member library of PALCI that wishes to act as archive holder of various print research materials (“Archive Holder”).

Scope

A. PALCI is an organization whose members are libraries. Among other endeavors, PALCI established a distributed print serials archive in 2009, in which certain members agreed to retain and keep available for use various print journals on behalf of PALCI and its member libraries. PALCI and its members now wish to extend the original endeavor to include additional print research materials (“Research Materials” or “Materials”).

B. Archive Holder is a member of PALCI and is willing to maintain and store the Materials for the benefit of PALCI and its members according to the terms and provisions contained in this Agreement. Archive Holder currently owns the Research Materials listed in Appendix A, “Titles of Record Holdings,” for which it is known as a Library of Record under this Agreement. PALCI has caused to be delivered to Archive Holder the research materials listed in Appendix B, “Transferred Materials.” The materials listed in Appendices A and B may be amended, from time to time, with the mutual agreement of PALCI and Archive Holder. The titles listed in Appendices A and B together comprises “the Materials.”

Terms and Provisions

The parties agree as follows:

1. Storage Obligations of Archive Holder

Archive Holder agrees to maintain, store, and make available the Materials during the Term as defined in Section 7 below.

1.1 Original Form. Archive Holder shall maintain all the Materials in their original, artifactual form whenever possible. If necessary, because of damage to or loss of any of the original Materials, a hard copy facsimile may be used to fill in gaps.

1.2 Facility. Archive Holder shall maintain all the materials in a facility located at _____ (“Facility”), under the conditions indicated below (check all that apply):

- _____ Open stacks; readily available for use by scholars, students, and members of the public
- _____ Available as needed for scanning or photocopying and deliverable via the Archive Holder's standard methods of interlibrary loan and document delivery
- _____ Physical volumes available for lending via Interlibrary Loan to other PALCI member libraries
- _____ Anti-theft devices, such as tattle tape or radio control devices, are applied
- _____ Stored in a physically separate location
- _____ Closed stacks with staff paging
- _____ Locked in a vault
- _____ Other (specify): _____

1.3 Cost. Archive Holder will be responsible for costs and expenses associated with maintaining, preserving, and providing access to the Materials in accordance with this Agreement.

1.4 Cataloging record. Archive Holder will take the necessary steps to provide complete, accurate, and up-to-date cataloging about the Materials and their accessibility to patrons and users. This information will be included in the Archive Holder's local catalog, maintained on the PALCI website with the Archive Holder keeping PALCI staff informed of changes to the information, and in OCLC WorldCat. Archive Holder acknowledges the Materials maintained under this Agreement may also be disclosed in external databases or catalogs, e.g. PAPR, by PALCI staff.

2. Environmental and physical conditions

Archive Holder shall store the Materials in the Facility in the best environmental and physical conditions the Archive Holder can reasonably offer, identical to the conditions maintained for other similar materials held by the Archive Holder.

3. Maintenance and physical handling

3.1 Review of materials. For materials already held in the Archive Holder's collection, Archive Holder acknowledges it has performed a review of the Materials and validates their completeness and the accuracy of holdings information in the Archive Holder's catalog and on record with PALCI. For materials transferred to Archive Holder, Archive Holder will document the actual holdings received, add those holdings to their catalog, and confirm the records with PALCI are accurate.

3.2 Physical handling. Archive Holder agrees physical handling of the Materials is limited to in-library use.

3.3 Repairs and restorations. Archive Holder shall perform such repairs and/or restorations to the Materials as are possible and necessary to maintain the integrity of the original artifacts.

3.4 *Damage or loss.* Archive Holder shall notify PALCI promptly upon its becoming aware of any irreparable damage, deterioration, or loss to any of the Materials. Cataloging information regarding holdings and access to the Materials shall be updated promptly as necessary.

3.5 *Replacement copies.* Archive Holder shall use reasonable efforts to obtain, either independently or in cooperation with PALCI, replacement copies of any Materials lost or damaged. Original artifactual copies are always preferred, but facsimiles are acceptable when necessary.

3.6 *Physical markings and bibliographic identifiers*

- ❖ Transferred materials. As soon as possible after the Archive Holder obtains possession of the Transferred Materials, it shall eradicate, remove, or cover over markings of previous owners, e.g., bookplates, ownership stamps, call numbers, and barcodes, for clear recognition of the new owner of the Materials and in a manner not damaging to the Materials.

4. Access and use

Access to originals. The Materials may be made available for on-site use or on-site photocopying according to Archive Holder's applicable policies. The Materials may be available via interlibrary loan (as noted in paragraph 1.2 above), with the requirement the Materials must be used on-site at borrowing library's facility.

Access to reproductions. Requests for photocopies/electronic delivery of any of the Material will be filled in accordance with the applicable policies of Archive Holder, PALCI, and borrowing library.

5. Ownership

Archive Holder acknowledges and agrees

- ❖ Transferred Materials shall become property of the Archive Holder upon transfer.

Archive Holder shall retain ownership and title to the Materials. Archive Holder shall not sell, discard, donate, or otherwise relinquish ownership or control of any of the Materials without written permission from PALCI.

Future restrictions

When and if PALCI notifies Archive Holder the originals of any of the Materials merit greater restrictions, PALCI and Archive Holder agree to negotiate in good faith what those restrictions shall be including, but not limited to, restrictions to access and use, environmental and physical conditions, and maintenance and handling.

7. Term

This Agreement shall be for a term of twenty-five (25) years (the “Initial Term”) commencing on the Effective Date of this Agreement. This Agreement is subject to earlier termination as provided below. During the Initial Term, a periodic review of this Agreement and the PALCI Distributed Print Archive shall be conducted at five (5) year intervals.

Following the Initial Term, this Agreement shall automatically renew for additional five (5) year periods (“Renewal Terms”) unless either party provides written notice to the other party at least one (1) year prior to the conclusion of the then-current Term.

7.1 Termination by agreement. This Agreement may be terminated in whole or in part at any time upon the mutual agreement of Archive Holder and PALCI.

7.2 Effect of termination. If Archive Holder withdraws from PALCI or can no longer perform the requirements of this Agreement, a good faith effort will be made to place the Materials with another Archive Holder.

8. Amendment

This Agreement may be amended in whole or in part at any time by mutual agreement of PALCI and Archive Holder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

PALCI: The Pennsylvania Academic Library Consortium, Inc.

Catherine C. Wilt, Executive Director

Date: _____

Archive Holder: _____

NAME

Date: _____

APPENDIX A: The Titles of Record Holdings

Appendix A titles are those that PALCI Archive Holder has agreed to preserve in accordance with this Agreement on behalf of PALCI and its members. For each title listed, this Archive Holder has been assigned as a Library of Record and in the case of serials will retain a complete print run of the Material as possible.

Title	Volume/Dates

APPENDIX B: The Transferred Materials

Appendix B titles are those titles which this Archive Holder has accepted by transfer from another PALCI Member Library or other source and has agreed to retain as a Library of Record.

Title	Volume/Dates

**TRLN Single Copy Program
Memorandum of Understanding**

This Single Copy Memorandum of Understanding (“MOU”) is entered into by and among the four member institutions of the Triangle Research Libraries Network (TRLN): Duke University, North Carolina Central University, North Carolina State University and the University of North Carolina at Chapel Hill (“Participating Institutions”), and shall be effective from September 1, 2008 until terminated in writing by the Participating Institutions.

Whereas, the Participating Institutions seek to enter into an agreement to conserve valuable library resources and support service to all patrons of the Participating Institutions by reducing unwanted duplication of, and the duplicative effort and long-term costs to shelve and care for, print materials that are not often used but have enduring value;

Whereas, the Participating Institutions seek to create a shared collection of selected print materials (“Single Copy Program”) that may be more complete than any of our separate collections,

Whereas, the Participating Institutions seek to ensure long term access to a shared collection by designating selected print materials for permanent retention.

NOW, THEREFORE, in order to enact these goals by creating a Single Copy Program, the Participating Institutions enter into the following agreement that outlines the rights and obligations of the Participating Institutions and provides a framework to guide development of procedures:

A. Any of the libraries of the Participating Institutions may identify and offer their materials for inclusion in the Single Copy Program (“the Materials”). Processing of materials offered by a library for the Single Copy Program shall be carried out by the TRLN Single Copy Operations Committee (with a representative from each separately administered TRLN library for communication purposes) under the direction of the TRLN Collections Council. Materials included in the Single Copy Program shall remain the property of the library that deposits the actual copy of the work into the Single Copy Program.

B. Libraries of the Participating Institutions hereby agree to the following service standard: To the extent practicable, access to Materials shall be reciprocal, perpetual (subject to paragraph H below) and equal for all faculty, staff and students of the Participating Institutions. Patrons of each participating institution will be treated as patrons of the owning institution, consistent with TRLN practice, for purposes of access to the materials subject to this agreement. When Materials enter the Single Copy Program, they retain their existing circulation and loan status as defined by the contributing library.

Within TRLN, borrowing and lending of the Materials will be in accordance with the “Memorandum of Understanding Concerning TRLN Interlibrary and Document Delivery Services.”

C. Libraries of the Participating Institutions shall cooperate in selecting the storage facilities for the Materials, and may agree to store the Materials in more than one location. Accessible campus library shelving is an acceptable storage location. Regarding processing and providing access to the Materials, this MOU does not supersede any existing or future storage agreement between Participating Institutions.¹ The mere fact that materials are moved to a storage facility shall not enter them into the program. Materials in the Single Copy Program will be only those that are identified as Single Copy by the contributing library and documented by the Single Copy Operations Committee according to its established procedures.

D. Volumes designated for the Single Copy Program are not subject to page-by-page collation and the Single Copy Program is not creating a print archive of last resort. However, libraries contributing volumes should review them for completeness of content and easily observed damage before contributing them.

E. Libraries will cooperate on cataloging procedures for the Single Copy Program to ensure uniformity in documenting the status of titles and presentation in the TRLN union catalog or other registries.

F. Each library shall be responsible for all costs and expenses it incurs in selecting Materials for the Single Copy Program and shall be responsible for all costs incurred in storing, preserving and servicing the Materials it deposits into the Single Copy Program.

G. The Single Copy Operations Committee, under the direction of the Collections Council, will cooperatively agree upon assessment methods for the Single Copy Program, and collect and store statistics about titles entering the Program.

H. To the extent permitted by North Carolina Law, a library may withdraw any item from the Materials only if an authorized representative from each Participating Institution, consulting with appropriate campus entities, approves of the withdrawal in writing. Such approval shall not be unreasonably withheld.

I. Each library shall retain the right to withdraw from its collection, any work(s) that is duplicative of Materials in the Single Copy Program or any work(s) that has not been designated for inclusion in the Single Copy Program. Similarly, each library retains the right to keep or store in its collection any work(s) that is duplicative of Materials in the Single Copy Program, subject to independent campus or facility-based non-duplication policies which this MOU does not interfere with or supersede.

J. Risk of Loss -- In the event that material deposited in the Single Copy program in accordance with this agreement is damaged or lost, the depositing library shall use reasonable efforts to repair or replace the damaged or lost material. The depositing library may secure agreement from partner libraries not to replace damaged or lost material in the event that replacement copies are either unavailable or electronic archiving solutions are deemed sufficient for those volumes.

¹ See Appendix A for a listing of existing cooperative storage agreements within TRLN.

K. Dispute Resolution: In the event any dispute or controversy arising out of or relating to this agreement, the parties agree to exercise reasonable efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this agreement that are not affected by the dispute.

Appendix A: Cooperative Storage Agreements within TRLN

Storage Agreement executed by Duke University and the University of North Carolina at Chapel Hill, December 22, 2006 for space in Module 2 of the Library Services Center (LSC).

**Memorandum of Understanding (MOU)
Concerning the FLorida Academic REpository (FLARE)**

[DRAFT - August 22, 2012]

This Memorandum of Understanding is by and between the members of the Council of State University Libraries (CSUL). The CSUL goal as set forth in this MOU is to provide new options for sharing the costs and effort of long term retention of low use library materials. The following MOU provides a mechanism by which the materials designated under this agreement will be retained and made available as long as the need for them exists, thereby allowing participants to consider withdrawing duplicates of these items from their campus collections and to rely with confidence on access to the retained copies. The collective name for materials designated in this MOU shall be the **FLorida Academic REpository (FLARE)**. The FLARE will be housed in an upcoming environmentally controlled, carefully inventoried and secure high density facility (HDF) located in Gainesville, operated by the George A. Smathers Libraries at the University of Florida (UF). Policies for the operation of the FLARE are available at <http://csul.net/node/774>. The parties to this MOU agree to these policies.

1. PARTICIPATION

- a. The Original Participants in the FLARE are the 11 institutions in the State University System (SUS) in Florida on behalf of the CSUL.
- b. The Designated Representatives of the Original Participants shall be the CSUL Deans and Directors who are listed on Exhibit A to this MOU. Exhibit A, which is incorporated into this MOU and made a part hereof, also includes the notice provisions to this MOU.
- c. When this MOU indicates that approval of the CSUL Deans and Directors is required, it shall mean the approval of a two-thirds (2/3) majority of the CSUL Deans and Directors.
- d. With the approval of the CSUL Deans and Directors, libraries outside the SUS may participate in the FLARE by agreeing to the terms of this MOU and the policies for the operation of the FLARE. Such agreement shall be memorialized by signing a copy of this MOU.
- e. The institutional signatories to this MOU shall be known as the Participating Libraries. The term Participating Library shall mean all libraries at each institution that signs this MOU. For the members of the CSUL, the Designated Representatives of the Participating Libraries shall be the CSUL Deans and Directors. A library outside of the SUS that is a Participating Library shall identify a Designated Representative when signing a copy of this MOU.
- f. When this MOU indicates that approval of the Participating Libraries is required, it shall mean the approval of a two-thirds (2/3) majority of the Designated Representatives of the Participating Libraries.

2. GOVERNANCE

- a. The Statewide Storage Task Force (SSTF), charged and in operation since 2008, will continue to serve as a policy drafting body. One representative from each Participating Library shall serve on the SSTF.

- b. All policies drafted by the SSTF are subject to approval by the Deans and Directors of the Participating Libraries. This process may include an intermediate review by the relevant CSUL committees.
- c. The HDF will be owned and managed by UF. The FLARE program will be managed by UF on behalf of the Participating Libraries as set forth in this MOU.

3. ANNUAL ASSESSMENT

- a. Operational costs for the FLARE will be borne by the Participating Libraries via an annual assessment payable to UF on behalf of FLARE. The assessment will be apportioned based on the prior year student FTE for all Participating Libraries as calculated and reported to the United States National Center for Education Statistics Academic Libraries Survey. Payment shall be made within 30 calendar days of the date of the assessment by UF.
- b. This formula may be changed or alternative funding models established with the approval of the Participating Libraries, in consultation with the SSTF and in concurrence with UF.
- c. The annual assessments will commence with receipt of a certificate of occupancy for the HDF.

4. OWNERSHIP OF DEPOSITED MATERIALS

- a. Ownership of deposited materials is irrevocably transferred to UF on behalf of the FLARE. Deposited materials will become part of the FLARE collection.
- b. Materials sent for deposit in the FLARE by any Participating Library are considered permanent transfers.
- c. All risk of transfer of the materials from the originating library rests with the originating library until receipt by UF on behalf of the FLARE. The originating library acknowledges that it has title to the transferred materials and is authorized to transfer title to the FLARE.

5. DUPLICATE MATERIALS

- a. Only one copy of a periodical, serial, edition of a monograph or title as a microform will be accepted into the FLARE, unless an exception is recommended by the SSTF and approved by the Participating Libraries.

6. SELECTION OF MATERIALS FOR THE FLARE

- a. The FLARE may contain print materials, such as monographs, journals, maps and photographs, as well as microforms, manuscript and archival materials, and video and audio recordings.
- b. Each Participating Library selects the materials it contributes to the FLARE, provided such materials comply with this MOU and the related policies.
- c. Titles and holdings information about FLARE materials shall be made freely and easily available via the online public access catalogs of the SUS libraries, including the union catalog, as well as by entry in OCLC.

7. ACCESS TO MATERIALS IN THE FLARE

- a. Requests for FLARE materials may be made via the CSUL Unmediated Borrowing (UBorrow) system or traditional Interlibrary Loan (ILL). UBorrow shall be the preferred mechanism for requesting loans.
- b. FLARE items may be loaned to any Participating Library and that library has responsibility for the item from the time it leaves the HDF until it has been returned to and received by the HDF. If damage or loss occurs, the Participating

Library shall provide compensation or replacement, in accordance with established FLARE policies and the judgment of UF as the manager of the collection on behalf of the Participating Libraries.

- c. A limited-access on site reading room will be available by appointment at the HDF to allow for consultation of large quantities of FLARE materials. Notice of one business day is required to allow retrieval of requested material.
- d. Recommended policies for ILL to Libraries that are not Participating Libraries will be developed by the SSTF. It is expected that these policies will support common ILL practices, but may restrict borrowing of bound journals and other parts of the FLARE collection to Participating Libraries.

8. WITHDRAWAL OF MATERIALS FROM THE FLARE

- a. It is the intention of the Participating Libraries that this be a permanent collection.
- b. In the long term, as other regional and national storage partners are identified, the possibility exists that materials may be withdrawn from the FLARE that are duplicated by these other consortial facilities with whom the Participating Libraries through the FLARE have a formal agreement. The Participating Libraries shall approve withdrawals for these or any other circumstances.

9. REVISIONS

- a. This MOU may be revised by two-thirds (2/3) of the Participating Libraries in consultation with the SSTF and in concurrence with UF.

10. TERMINATION

- a. HDF was authorized by the Board of Governors of the State University System (SUS) at the request of the SUS institutions for the benefit of the SUS Libraries. Therefore, the SUS Libraries are permanent participants in the FLARE and in the HDF by virtue of their status in the SUS.
- b. Any Participating Library not part of an SUS institution desiring to terminate its involvement in this MOU may give written notice to the UF Designated Representative at least 6 months prior to the beginning of the next fiscal year. Any such termination shall be effective only if the party desiring termination has fulfilled all of its obligations under this MOU as of the effective date of termination. Ownership of materials deposited into the FLARE will survive termination as required by Sections 4.a and 4.b. Continued access to the collection and related metadata will survive termination and be governed by Sections 6.c and 7.d or by a separate agreement with UF on behalf of the Participating Libraries.

11. MISCELLANEOUS

- a. This MOU shall be governed by and construed in accordance with the laws of the State of Florida exclusive of its conflict of laws provisions.
- b. The originating library releases UF and the FLARE for any liability with regard to possession, use or loan of the materials.

Approved and agreed to by:

[Acknowledged by each Library Dean/Director:

Approved by each Provost:]

WESTERN REGIONAL STORAGE TRUST
Western Regional Storage Trust Member Agreement

**Western Regional Storage Trust
Member Agreement**

This agreement, entered into between the University of California Regents on behalf of the California Digital Library ("CDL") and _____ ("Member") will become effective upon execution by both parties, and remain in full force and effect until December 31, 2013. Thereafter, this Agreement shall automatically renew on an annual basis, unless either party provides 365 days advance notice in writing. The parties agree that scanned versions of this originally executed agreement are acceptable in lieu of originally signed copies and are to be given full force and effect under law.

The Western Regional Storage Trust ("WEST") is a distributed print repository program. This agreement describes CDL and Member responsibilities arising from the WEST Program:

- 1) CDL will make all commercially reasonable efforts to execute the responsibilities of the Administrative Host as described in the WEST Program Statement as amended from time to time by the WEST Executive Committee, the current version of which is incorporated herein as Attachment 1.
- 2) Member, and its consortial constituents as enumerated in Attachment 3 if Member represents a consortium, will make all commercially reasonable efforts to comply with the responsibilities of a WEST Member as described in the WEST Program Statement as amended from time to time by the WEST Executive Committee, the current version of which is incorporated herein as Attachment 1.
- 3) Member will pay such fees that may be required under said WEST Program Statement to CDL. Member will pay CDL in full within 30 days of Membership invoice, unless other payment arrangements are agreed to by both parties.
- 4) If Member elects to be a WEST Archive Holder or Archive Builder, Member will:
 - a) Sign a WEST Archive Holder and/or Builder Amendment;
 - b) Make all commercially reasonable efforts to comply with the WEST Archive Holder/Builder Responsibilities, attached hereto and incorporated herein as Attachment 2, as amended from time to time by the WEST Executive Committee;
 - c) Execute one or more WEST Archive Builder Exhibits, as applicable, which shall be attached hereto and incorporated herein.
- 5) Should Administrative Host responsibility be transferred to another organization by authority of the WEST Executive Committee as provided for in the WEST Program Statement, CDL shall assign all of its rights and obligations under this Agreement to the new Administrative Host effective with the date of transfer, and this Agreement shall remain in full force and effect.

- ☐ If selected, this agreement is for a consortial membership. The consortium is authorized to represent its consortial constituent members, as enumerated in Attachment 3, in the Western Regional Storage Trust.

Member: _____

California Digital Library

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Name - Printed)

(Name - Printed)

(Title)

(Title)

Date: _____

Date: _____

08/19/2011

**Western Regional Storage Trust
Member Agreement****Attachment 1
WEST Program Statement**

The Western Regional Storage Trust (WEST) is a distributed print repository program. Under the WEST program, participating libraries consolidate and validate print holdings at major library storage facilities and at selected campus locations. As of this time, the WEST Program focuses on archives of retrospective print journals.

Terms and Conditions**1. Membership and Governance**

- 1.1. **Members:** Academic libraries, research libraries, and library consortia serving the Western region of the United States are eligible to join WEST as members.
- 1.2. **Membership term:** In order to promote stability of the WEST program, members agree to join WEST for an initial 3-year term.
- 1.3. **Archive Holders:** Members that commit to retain materials under the WEST program are known as Archive Holders. Once a WEST library's holdings have been analyzed through the WEST program (typically during the first year of WEST participation), the library is eligible to serve as an Archive Holder beginning in the following year.
- 1.4. **Archive Builders:** Those Archive Holders that agree to ingest and validate newly-archived materials according to standards developed by WEST are known as Archive Builders.
- 1.5. **Executive Committee:** WEST is governed by an Executive Committee—co-chaired by the Co-PIs—that oversees operation and development of WEST, prepares operating budgets for approval by members, and works to integrate WEST with related archiving programs nationally and internationally. The Executive Committee is composed of representatives from nine (9) WEST members (with representatives for Archive Holders, Archive Builders and Non-Archive Holders), elected by the full WEST membership.
- 1.6. **Operations and Collections Council:** The Operations and Collections Council oversees issues related to holdings disclosure and access/delivery, and develops and monitors a process to select titles for inclusion in the WEST archive. Members of the Operations and Collections Council are appointed by and serve for terms determined by the Executive Committee.
- 1.7. **Administrative Host:** The Administrative Host is an organization that provides program management, member support, and fiscal agency for WEST. The WEST Executive Committee is responsible for administering the contract or other relationship with the Administrative Host. The Administrative Host serves an initial term of 3 years, which may be extended annually or for additional multiple-year terms by mutual agreement. After the initial term, Administrative Host responsibility may be terminated by either party with a minimum of 12 months' notice. The California Digital Library serves as the Administrative Host for WEST for the initial 3-year term January 1, 2011 – December 31, 2013.

2. Archiving

- 2.1. **Selection process:** Decisions about which titles will be incorporated into WEST and where they will be preserved are made via a periodic Collection Voting Model administered by the Operations and Collections Council with support from WEST staff. Title sets will be routinely identified and prioritized by ongoing collection analysis. Titles may also be nominated for archiving by WEST member institutions.
- 2.2. **Retention period:** Archive Holders agree to maintain WEST archives through December 31, 2035. This date is known as the WEST Retention Date and represents a period of 25 years from the beginning of the WEST

program. The Executive Committee will review and may modify the WEST Retention Date at least once every five years. WEST retention commitments survive membership in WEST.

- 2.3. **Ownership:** Members will retain ownership and title to the materials for which they are the Archive Holder. Materials which are relocated to an Archive Holder will become property of the Archive Holder (if allowed by state laws and regulations). Archive Holders agree not to sell, discard, donate, or otherwise relinquish ownership or control of any of the archived materials prior to the Retention Date, except to transfer materials to another WEST Archive Holder or with permission of the Executive Committee.
- 2.4. **Contributing holdings:** Members agree to use their best efforts to contribute holdings via physical transfer of materials from local collections to complete the archived backfile held by any Archive Holder as recommended by the WEST Operations and Collections Council.
- 2.5. **Archiving Facilities:** Archive Holders agree to maintain WEST materials in archival locations suitable for the materials as established by the Operations and Collections Council. Archiving facilities are defined to include 1) separate high-density library storage facilities; 2) library locations with controlled access and appropriate environmental conditions, and 3) campus library shelving (for least-risk items).
- 2.6. **Original Form.** Archive Holders agree to maintain all of the archived materials in their original, artifactual form whenever possible.
- 2.7. **Review of Materials (Validation):** Archive Builders agree to examine all newly-archived materials according to the requirements for the level of validation specified by the Operations and Collections Council for those materials.
- 2.8. **Holdings disclosure:** Archive Holders agree to take all steps reasonably necessary to cause all of the archived materials, and information about their accessibility to potential users, to be registered in union catalogs and other applicable system(s) as established by WEST disclosure policy.
- 2.9. **Access to the Materials:** Archive Holders agree to make the materials available to other WEST members in accordance with the applicable Interlibrary Loan policies and procedures of the Archive Holder as follows
 - 2.9.1. **Reproductions:** Archive Holders agree to fulfill requests for photocopies/electronic delivery of any of the archived materials.
 - 2.9.2. **Building Use Only:** Original materials may only be provided for onsite use at the Archive Holder library or at the requesting WEST Member library.

3. Financial Obligations

- 3.1 **Financial Support to the WEST Program:** WEST Members agree to provide financial support to WEST through payments to the Administrative Host as specified in an annual budget and cost-sharing formula developed by the WEST Executive Committee and approved by the WEST membership, which formula is incorporated by reference herein.
- 3.2. **Financial Support to Archive Builders:** Archive Holders that also serve as Archive Builders may receive funding from the WEST program to help support their services as Archive Builders if approved and budgeted by WEST.
- 3.3. **Absorbed Costs:** WEST members agree to be responsible for all of the costs and expenses associated with maintaining the materials, contributing holdings to other Archive Holders (including transportation costs), and deselecting materials from local collections.

4. Withdrawal

- 4.1. **Withdrawal of WEST Member:** At any time after completion of its first three years of membership, a WEST member may withdraw by providing written notice to the WEST Executive Committee at least twelve (12) months prior to its intended withdrawal date. The WEST member must continue to pay any required participation fees during the 12-month notice period.
- 4.2. **Archive Holder Withdrawal:** If an Archive Holder withdraws from WEST or can no longer maintain the materials, the Archive Holder agrees to offer the materials to another Archive Holder and to transfer any accepted materials to the Archive Holder at the initial Archive Holder's expense. The WEST Executive Committee may waive this requirement if it determines that the materials no longer need to be archived.

WESTERN REGIONAL STORAGE TRUST

Western Regional Storage Trust Member Agreement. Attachment 2. WEST Archive Holder/Builder Responsibilities

Western Regional Storage Trust Member Agreement

Attachment 2 WEST Archive Holder/Builder Responsibilities

WEST Archive Holders and Builders are responsible for archiving print backfiles on behalf of the membership. Archive Holders and Builders assume the responsibilities described below.

Becoming a WEST Archive Holder/Builder

WEST Archive Holder/Builders and title lists are identified and agreed upon by WEST members once a year. Most Archive Holders and Builders are identified during the collection analysis process based on certain semi-automated algorithms; library-storage facility affiliations are taken into account in the algorithms. Institutions also have an opportunity each year to nominate backfiles and to volunteer as Archive Holders/Builders.

Archive Holder Definition

An Archive Holder is an institution (library and/or storage facility) that retains the print backfile for a journal family.

Example 1 (Bronze Archive):

A library holds 2001-2005 for a journal family; its affiliated storage facility holds v.1-2000. The storage facility is declared the Archive Holder for v.1-2000 and the library is declared the Archive Holder for 2001-2005.

Archive Builder Definition

An Archive Builder proactively assembles print holdings from various libraries, validates them and discloses them. Once the backfile for a journal family is built, the Archive Builder becomes an Archive Holder for that family.

Archive Builders handle Silver, Gold and Platinum Archive types and receive special compensation to provide archive creation services, described below. The Archive Builder agrees to retain the backfile in environmental conditions stipulated for the Archive Type.

Archive Builders are usually storage facilities. When an institution does not have a storage facility, the Archive Builder can be a library.

Example 2 (Silver, Gold, or Platinum Archive):

Two libraries share a storage facility. Library A holds 1986-2005 of a journal family, Library B holds 1955-1985, and the storage facility holds v.1 to 1950. The storage facility is declared the Archive Builder for the journal family and is responsible for archiving the complete run; the facility calls for, receives and validates the libraries' holdings and stored holdings according to validation standards for the archive type. The storage facility also calls for holdings from the broader membership to complete gaps found during validation (e.g. 1951-1954 and other gaps).

Example 3 (Silver, Gold, or Platinum Archive):

One library (B) has a storage facility and another library (C) in the area that is not formally affiliated with the facility agrees to contribute holdings, when needed. The storage facility is declared the Archive Builder, and calls for and validates both libraries' holdings and calls for additional holdings from the broader membership to fill gaps.

WESTERN REGIONAL STORAGE TRUST

Western Regional Storage Trust Member Agreement. Attachment 2. WEST Archive Holder/Builder Responsibilities

Example 4 (Silver, Gold, or Platinum Archive):

One library (D) does not have a storage facility, but through the collection analysis process, is proposed as the Archive Builder for a journal family. The library is able to house the backfile in appropriate environmental conditions. The library is declared the Archive Builder and calls for, receives and validates holdings from the broader membership to complete the backfile.

Archive Holder Responsibilities

An Archive Holder is responsible for

- Retaining print backfiles for an agreed upon preservation horizon as defined in the WEST Program Statement
- Providing access to WEST backfiles according to the WEST Access Policy
- For Bronze Archives, responsibilities include:
 - disclosing holdings according to the WEST Disclosure Standards. This also includes re-disclosing holdings that are moved to storage later.
 - Preparing progress reports and other ad hoc reports
 - Receiving gifts from WEST libraries to fill in gaps
 - Responding to WEST member inquiries and offers for holdings contributions
- Communicating and coordinating with the Administrative Host and other Archive Holders
- Participating in WEST consortial activities, particularly inter-Archive Holder activities (e.g. training, developing and sharing best practices, coordinating deselections)
- Providing a single point of contact for project management

Archive Builder Responsibilities (Silver, Gold, Platinum Archive Types)

In addition to the Archive Holder responsibilities, the Archive Builder is also responsible for

- Creating archives within a validation cycle for a predefined set of journal families and budgeted number of volumes determined by WEST partners.
 - Conducting two “calls for holdings” within the validation cycle as described in the “Call for Holdings and Gap Filling process.” This includes initial pre-validation holdings verification.
 - Validating holdings according to the “Standards for Issue and Volume Level Validation.”
 - Using reasonable efforts to complete validation within the designated validation cycle.
 - Preparing “wish lists” or “gap” reports at the end of the validation cycle
 - Preparing progress reports and other ad hoc reports for each validation cycle
 - Receiving gifts from WEST libraries to fill in gaps, after the validation cycle is complete
 - Responding to WEST member inquiries and offers for holdings contributions
- Disclosing print backfile holdings in OCLC according to WEST Disclosure Standards, which are informed by WEST validation standards
- Receiving and managing funds intended for archive creation services
- Hiring or otherwise allocating appropriately skilled staff to carry out archive creation services. Special training for project management and validation is required; previous serials management experience is very important. Sample position descriptions are made available by the Administrative Host.
- Preparing reports using standard templates or on an ad hoc basis. Reports may be used by WEST member libraries, the Administrative Host, WEST Governing bodies, the Mellon Foundation and non-WEST libraries.

WESTERN REGIONAL STORAGE TRUST

Western Regional Storage Trust Member Agreement. Attachment 2. WEST Archive Holder/Builder Responsibilities

- Ensuring compliance with the “Standards for Issue and Volume Level Validation.” An Archive Builder’s activities are expected to conform to these standards. If an Archive Builder does not conform to the standards, the Archive Builder is expected to align its activities and bring the archives up to standards within the archiving cycle. If the Archive Builder does not meet quality assurance and productivity standards during an archiving cycle, WEST reserves the right not to engage the Archive Builder in future archive creation services. The Archive Builder’s retention commitment for archived holdings survives termination and the Builder may continue as a member.