

Memorandum of Understanding

ORBIS CASCADE ALLIANCE DISTRIBUTED PRINT REPOSITORY PROJECT MEMBER INSTITUTION AGREEMENT

This understanding is made as of the date of last signature by and between <institution name>, the Orbis Cascade Alliance, and the State of Oregon acting by and through the State Board of Higher Education on Behalf of the University of Oregon.

RECITALS

A. The Alliance is an organization whose members are all colleges, community colleges, and universities. Among other projects, the Alliance has embarked upon a distributed print repository project (the "Project") pursuant to which it will arrange for certain of its members to store and archive, on behalf of the Alliance, various academic journals and other research materials so that copies of such materials can be retained and preserved for the benefit and use of students and faculty in perpetuity.

B. Member Institution is a member of the Alliance. Member Institution currently owns the research materials listed on **Exhibit A**, "The Titles of Record Holdings," for which it is known as a Library of Record. Member Institution also currently owns the research materials listed on **Exhibit B**, "The Completing Titles Holdings, Not Transferred." The Alliance has caused to be delivered to Member Institution the research materials listed on **Exhibit C**, "The Transferred Materials." The materials listed on **Exhibits A, B, and C** may be amended, from time to time, with the mutual agreement of the Alliance and Member Institution. The titles listed in **Exhibit A, B, and C** together comprise "The Materials."

C. Member Institution is willing to maintain and store the Materials for the benefit of the Alliance on the terms and conditions contained in this Agreement.

AGREEMENT

The parties agree as follows:

1. Storage Obligations of Member Institution. Member Institution agrees to maintain and store the Materials during the Term (as defined in Section 7 below) in accordance with the terms and provisions of this Agreement.

1.1. Original Form. Member Institution shall maintain all of the Materials 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.

1.2. Facility. Member Institution shall maintain all of the Materials in a facility located at _____ (the "Facility"), under the conditions indicated below (**check all that apply**):

- closed stacks with staff paging
- stored in a physically separate location
- anti-theft devices, such as tattle tape or radio control devices, are applied
- locked in a vault
- other (**specify**): _____

1.3. Cost. Member Institution shall be responsible for all of the costs and expenses associated with maintaining and preserving the Materials in accordance with the terms and conditions of this Agreement.

1.4. Registry Record. Member Institution shall take all steps reasonably necessary to cause all of the Materials, and information about its accessibility to potential users, to be registered in its local catalog and Summit or other applicable Alliance system.

2. Environmental Conditions. Member Institution shall cause the Materials to be stored in the Facility in open or closed stacks in the best environmental conditions the Member Institution can reasonably offer. Recommended environmental conditions are listed in the **Appendix A**, but they are not required.

3. Maintenance and Physical Handling

3.1. Review of Materials. Member Institution acknowledges that the transferring library will have performed a validation of the Transferred Materials prior to the time that they are delivered to Member Institution and that the transferring library will have certified that all such Transferred Materials are complete and in good condition.

3.2. Physical Handling. Member Institution agrees that physical handling of the Materials will be limited to in-library use in the Member Institution.

3.3. Repairs and Restorations. Member Institution 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. Member Institution shall notify the Alliance promptly upon its becoming aware of any irreparable damage, deterioration or loss to any of the Materials.

3.5. Replacement Copies. Member Institution shall use reasonable efforts to obtain, either independently or in cooperation with the Alliance, replacement copies of any of the Materials as necessary in the case of damage or loss to

such Materials. Original artifactual copies are always preferred, but facsimiles are acceptable when necessary.

3.6. Physical Markings and Bibliographic Identifiers.

3.6.1. Transferred Material. As soon as possible after the Member Institution first obtains possession of the Materials, it shall eradicate, remove, or cover over markings of previous institutional owners (e.g., bookplates, ownership stamps, call numbers, and barcodes) in a way that reduces confusion about ownership and that does not damage the Materials.

3.6.2. Bookplate. All Materials shall bear a Distributed Print Repository bookplate or comparable indication of ownership and responsibility to be supplied by the Alliance.

3.7. When a Regional Library Services Center (RLSC) becomes available, member libraries may choose to transfer materials to the RLSC. Cost of storage then becomes a shared responsibility of the Alliance.

4. Access and Use

4.1. Access to Originals. The materials may be made available for onsite use or on-site photocopying according to Member Institution's applicable policies. The materials will not circulate outside the library with the following possible exception: an Interlibrary Loan request from another Alliance library for a repository item may be negotiated for in-house use at the requesting institution's library

4.2. Access to Reproductions. Requests for photocopies/electronic delivery of any of the Material will be filled in accordance with the applicable policies of Member Institution.

5. Ownership. Member Institution acknowledges and agrees that:

(a) Upon transfer to the Member Institution, Transferred Materials shall become property of the Member Institution.

(b) Member Institution shall retain ownership and title to the Materials. Member Institution shall not sell, discard, donate, or otherwise relinquish ownership or control of any of the Materials except to transfer Completing Titles Holdings to the appropriate Alliance Library of Record as agreed upon by Member Institution and the Library of Record.

6. Future Restrictions. When and if the Alliance notifies Member Institution that the originals of any of the Materials merit greater restrictions, the Alliance and Member

Institution agree to negotiate in good faith what such restrictions shall be, including, but not limited to, restrictions to access and use, environmental 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, subject to earlier termination as provided in this Agreement. Following the Initial Term, this Agreement shall renew for additional twenty-five (25) year periods ("Renewal Terms") upon written notice by Member Institution to the Alliance at least six (6) months prior to the conclusion of the then-current Term, as defined below. For the purposes of this Agreement, "Term" shall be deemed to include the Initial Term and any Renewal Term(s).

7.1. Termination by Agreement. This Agreement may be terminated in whole, or as to any specific title comprising the Materials, at any time with the mutual agreement of Member Institution and The Alliance.

7.2. Effect of Termination. If a Member Institution withdraws from the Alliance or can no longer maintain the archive, research material listed on Exhibit C will be returned to the provider, will be placed with another Member Institution or transferred to the Regional Library Services Center as discussed in section 3.7. For research material listed on Exhibits A and B, Member Institution shall have the option, at their discretion, to transfer the research material to another Member Institution or the Regional Library Services Center.

8. Amendment. This Agreement may be amended in whole or in part at any time by mutual agreement of the Alliance and Member Institution.

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

<p>ORBIS CASCADE ALLIANCE</p> <p>By: _____ Date _____ John F. Helmer Executive Director</p> <p>By: _____ Date _____ Catherine D. Susman Director Purchasing and Contracting Services State of Oregon Acting By and Through the State of Board of Higher Education on Behalf Of the University of Oregon</p>	<p><institution name></p> <p>By: _____ Date _____</p>
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APPENDIX A: Recommended Environmental Conditions

The following conditions are recommended, but not required.

1. Climate Control. The portions of the Facility where the Materials are stored would contain a climate-controlled environment with the following minimum standards:

(a) The temperature would not exceed 70° F with maximum fluctuations of $\pm 2^\circ$ F within any twenty-four hour period and $\pm 3^\circ$ F within any month; and

(b) The relative humidity would not exceed 50% with maximum fluctuations of 3% within any twenty-four hour period and 3% within any month.

2. Ultra Violet Radiation. The Materials would be stored in an area in the Facility where they will not be exposed to harmful ultra violet radiation (300 nm - 450 nm) from direct and/or indirect sunlight from windows or skylights, or from artificial light sources.

3. Air Filtration. The portions of the Facility where the Materials are stored would be clean and well-ventilated. The air filtration mechanisms for such portions of the Facility would operate such that:

(a) A level of air filtration of 60% for user areas, or 90% for retrieval only areas is maintained in order to minimize particulates accumulating on the Materials;

(b) The levels of gaseous contaminants such as sulfur dioxide, nitrogen dioxide and ozone reach a maximum of 5 — 10 parts per billion by volume.

