

**CARLI Host Institution Agreement
between
The Board of Trustees of the University of Illinois System and
The Consortium of Academic and Research Libraries in Illinois**

This CARLI Host Institution Agreement (“Agreement”) between the Board of Trustees of the University of Illinois System (“ILLINOIS”) and the Consortium of Academic and Research Libraries in Illinois (“CARLI”) sets forth the terms by which ILLINOIS serves as Host Institution to CARLI.

Background

- A.** CARLI is a voluntary, unincorporated association of primarily academic (publicly and privately funded institutions of higher education) and research libraries in Illinois. CARLI’s mission is to empower Illinois academic and research libraries to create and sustain a rich, supportive, and diverse knowledge environment that furthers excellence in teaching, learning, research, and innovation in order to serve students, faculty, and researchers. As a collective, CARLI adds value to member libraries of all types, sizes, and missions by sharing costs, collections, expertise, programs, products, and services.
- B.** CARLI’s financial support is derived from a combination of sources, including but not limited to: financial support from ILLINOIS, membership fees and assessments for optional services (“fees”), and third-party support through grants, contracts, charitable contributions and gifts.
- C.** CARLI's functions include: (1) directing and supporting interlibrary resource sharing services; (2) expanding and enhancing access to electronic information resources through group negotiation and purchasing arrangements; (3) sponsoring and facilitating cooperative collection management, digitization, preservation, archiving and storage projects; (4) providing and supporting access to a library management system for participating I-Share institutions; (5) exposing libraries to new technologies and collaborative models through pilot projects; (6) supporting and sponsoring training and continuing education for member library staff; (7) facilitating and supporting professional and technical consulting services of interest to member libraries and acting as a referral or clearinghouse for same; (8) identifying and developing grant and other external funding opportunities; (9) evaluating new products and services, and undertaking new development projects for products and services that would benefit consortium members; and (10) advancing the interests of CARLI and its membership through effective marketing, public relations, and advocacy programs at local, state, regional and national levels.
- D.** ILLINOIS is a body corporate and politic of the State of Illinois and an institution of higher education, exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code. All three universities within the University of Illinois System (University of Illinois at Urbana-Champaign, University of Illinois at Chicago and University of Illinois at Springfield) are members of CARLI and support its ongoing mission.
- E.** ILLINOIS will provide to CARLI the administrative services and fiscal oversight described in this Agreement in support of CARLI's missions to further teaching, research, and learning across the State of Illinois.

F. This Agreement terminates and replaces the "Memorandum of Understanding and Host Institution Agreement" entered into between the parties with an effective date of May 27, 2005 ("2005 MOU").

1. ROLE OF ILLINOIS

As Host Institution, ILLINOIS shall provide to CARLI the administrative support, services and fiscal oversight more fully described below.

1.1. Administrative Structure

1.1.1. ILLINOIS will treat CARLI as a unit within the ILLINOIS Office of the Executive Vice President and Vice President for Academic Affairs, or an equivalent office. CARLI will be led by a Senior Director or an equivalent position (hereinafter referred to as "Senior Director"), who shall have a dual reporting line to (a) the ILLINOIS Executive Vice President and Vice President for Academic Affairs or an equivalent position and (b) the CARLI Board of Directors. ILLINOIS will hire, compensate and evaluate the Senior Director according to the policies and procedures of ILLINOIS. CARLI's Board of Directors will provide the Office of the Executive Vice President and Vice President for Academic Affairs advice and written recommendations regarding the performance of the Senior Director no less than every two years.

1.1.2. Subject to the established oversight, program assessment and performance evaluation responsibilities of CARLI's Board of Directors, the Senior Director shall be responsible for the ongoing operation and financial administration of all CARLI programs, systems and services and for the direction, supervision, and evaluation of all reporting CARLI office staff. In particular, the Senior Director will have the following oversight responsibilities within CARLI:

- a) Maintain the CARLI budget and provide appropriate accounting and internal controls.
- b) Support all accounting functions and activities, including payroll, purchasing, accounts receivable and payable, invoicing and billing, grants and contracts administration, inventory and property control.
- c) Provide regular reports on the status of the budget to CARLI's Board of Directors and its governing members.
- d) Administer contracts entered into on CARLI's behalf. CARLI's Chief Financial Officer or equivalent will serve as the primary contact for contracts administration.
- e) Provide access to CARLI contracts to its members upon request.
- f) Report progress on CARLI projects approved by CARLI's Board of Directors.
- g) Assist CARLI's Board of Directors in the development and administration of the annual budget and any equipment, facilities and space utilization plans.
- h) Coordinate the procurement, installation, maintenance, tracking, upgrades, and staff training for the hardware and software of any programs and services hosted on the CARLI system or externally, including, if applicable, CARLI's library management system and related services; and provide and maintain, the backup and recovery systems for all services operated by CARLI.
- i) Coordinate CARLI meetings and continuing education events.

1.2. Administrative Support

1.2.1. ILLINOIS will staff CARLI with ILLINOIS employees, subject to all laws, policies and guidelines, position classifications, standard benefits, and compensation standards applicable to ILLINOIS.

1.2.2. ILLINOIS will provide all human resource services, such as payroll and benefits administration, for all employees assigned to CARLI.

1.2.3. ILLINOIS will make purchases and enter into contracts for supplies and services on behalf of CARLI in accordance with all laws, policies and procedures applicable to ILLINOIS.

1.2.4. ILLINOIS will serve as a repository for all official CARLI records, including but not limited to correspondence, business and financial records, licenses and contracts.

1.2.5. ILLINOIS will hold all rights, title and interest in all equipment, software, licenses, subscriptions, and databases acquired for or on behalf of CARLI.

1.2.6. ILLINOIS will provide routine legal services to CARLI through its Office of University Counsel. Where the Office of University Counsel incurs legal expenses relating to the representation of CARLI, or in its sole discretion determines that a matter requires the services of outside legal counsel, CARLI shall be responsible for paying all such expenses. ILLINOIS will consult with CARLI's Senior Director prior to incurring such outside legal expenses.

1.2.7. In consideration for the financial and administrative support provided by ILLINOIS, membership fees for the three universities in the University of Illinois System (University of Illinois at Chicago, University of Illinois at Springfield, and University of Illinois at Urbana-Champaign), will be reduced by 50 percent annually beginning in FY2019 going forward for as long as this Host Agreement with ILLINOIS remains in effect. This amount will be reviewed by the parties to the Host Agreement after three years and may be modified based on mutual agreement.

1.3. Fiscal Oversight

1.3.1. ILLINOIS will be responsible for accepting, accounting for and administering CARLI's funds in accordance with laws, policies and guidelines applicable to ILLINOIS.

1.3.2. ILLINOIS will maintain CARLI funds in designated accounts segregated by source and will maintain a chart of all fund accounts. CARLI may maintain fund reserves to cover the costs of special projects as well as two years of contractual obligations with appropriate justification, as required by ILLINOIS. Fees will be maintained in an agency fund and will be subject to ILLINOIS agency fund policies unless otherwise described in this Agreement. ILLINOIS will not guarantee the value of CARLI funds, but will use best efforts to maintain a stable net asset value ("NAV") for CARLI.

1.3.3. ILLINOIS will receive contributions, charitable or otherwise, and gifts, including grant funding, for CARLI, and will distribute such funds on CARLI's behalf in accordance with the terms of the donor or grantor and applicable law. All fees received by ILLINOIS on behalf of CARLI shall

be deposited in a separately invested account(s). ILLINOIS will not guarantee a stable NAV on the funds maintained in a separately invested account(s) nor will ILLINOIS guarantee interest will be paid on these funds. ILLINOIS shall report all contributions, charitable or otherwise, or gifts received for CARLI as contributions to ILLINOIS as required by law.

1.4. Facilities and Communications Support

1.4.1. ILLINOIS will assist CARLI in securing adequate office, meeting and training space, as well as appropriate space for facilities and infrastructure for CARLI computer and network equipment.

- a) ILLINOIS will offer financial support in the amount of half of CARLI's lease and utilities costs for its office, meeting and training space through February 2018; during this time period CARLI is responsible for the other half of CARLI's lease and utilities costs.
- b) Beginning in March 2018 and continuing throughout the remainder of this Agreement, CARLI will be responsible for the full amount of its lease and utilities costs.

1.4.2 CARLI has entered into agreements with both the University of Illinois at Urbana-Champaign and the University of Illinois at Springfield pursuant to which these universities will provide space to house CARLI servers as well as some server-related services (such as notifying CARLI in the event of issues with their datacenter infrastructure). Copies of these memoranda are attached hereto and incorporated herein as Attachments A-1 and A-2.

1.4.3. ILLINOIS will provide routine technical infrastructure for electronic communication services, such as email. ILLINOIS will:

- a) Assist in securing appropriate space, facilities and infrastructure for all CARLI computer and network equipment.
- b) Provide problem-reporting and technical support services and monitor and maintain acceptable standards of system and network performance.
- c) Provide and maintain telecommunications and central network services.

2. ROLE OF CARLI

2.1. Protection of ILLINOIS' Tax-Exempt Status

2.1.1. CARLI will not use funds in any way that would jeopardize the tax-exempt status of ILLINOIS. CARLI will comply with any reasonable written request by ILLINOIS to cease activities which, in the sole opinion of ILLINOIS, might jeopardize its tax-exempt status. ILLINOIS may suspend its obligation to make funds available to CARLI, may return funds to the third parties sources, or may terminate this Agreement if CARLI fails to comply with such a request by ILLINOIS.

2.1.2. Any changes in the purpose for which charitable contributions and gifts are used by CARLI must be approved in writing by ILLINOIS before implementation.

2.2. Institutional Responsibilities

2.2.1 CARLI will set strategic direction and goals to help guide ILLINOIS staff in discharging CARLI's responsibilities.

2.2.2. Through its Board of Directors, CARLI will provide advice and recommendations to ILLINOIS regarding the selection, hiring and performance evaluation of the Senior Director.

2.2.3. CARLI will develop and approve an annual budget to be furnished to the ILLINOIS Executive Vice President and Vice President for Academic Affairs and will provide continuing financial oversight of its activities.

2.2.4. CARLI will allocate sufficient funds for its activities and programs and refrain from incurring any debts or making any contractual commitments that would create a liability or financial obligation for ILLINOIS. In the case of unforeseen and dramatic changes to CARLI's budget, CARLI and ILLINOIS will collaborate closely to ensure proper fiscal management planning.

2.2.5. CARLI will establish and systematically review all services, technical and performance standards, and fees or assessments of CARLI.

2.2.6. CARLI will provide policy advice relating to the technical and operational aspects of systems and services offered by CARLI.

2.2.7. CARLI will ensure CARLI member compliance with consortium membership requirements and obligations, including the timely discharge of financial responsibilities.

2.2.8. CARLI will develop and maintain an effective representational governance and organizational structure including bylaws, adequate policies and procedures, and a fair representative election/selection process for the Board of Directors and officers.

2.2.9. CARLI will ensure that all members enter into the "CARLI Membership Agreement" (see Attachment B of this Agreement).

2.2.10. CARLI will ensure that member libraries that participate in the online catalog and library management system operated by and for CARLI to support library resource sharing abide by the "CARLI I-Share Participant Institution Agreement" (see Attachment C of this Agreement).

3. Programmatic Assessment

3.1. The parties will cooperate to conduct periodic assessments of the operation and management of CARLI systems and services to ensure that the intent of this Agreement is being fulfilled and that member needs are being met. The assessments may be performed as often as needed but at least every two years.

3.2. The parties will conduct the assessment on a timetable agreed by the CARLI Board of Directors and ILLINOIS. If an urgent problem arises, the resolution of which cannot be delayed until the next scheduled assessment, either the Chair of the CARLI Board of Directors or the

Senior Director may request an immediate assessment meeting of the CARLI Board of Directors to discuss the problem and proposed resolution.

3.3. All assessments will include an evaluation of whether respective responsibilities are being carried out in a timely fashion and whether member libraries' needs for consultation, information sharing and communication are being met.

3.4. If an assessment results in a determination of a deficiency that needs to be addressed, the assessment document will identify the agreed remedy and the remediation schedule.

4. Intellectual Property

4.1. ILLINOIS will hold title and rights to all "Intellectual Property" produced by CARLI staff or other ILLINOIS employees. In accordance with Article III of the *General Rules Concerning University Organization and Procedure* https://www.bot.uillinois.edu/governance/general_rules ("General Rules"), the term "Intellectual Property" is broadly defined and shall include inventions, discoveries, know-how, show-how, processes, unique materials, copyrightable works, original data and other creative or artistic works which have value. Intellectual Property includes that which is protectable by statute or legislation, such as patents, registered or https://www.bot.uillinois.edu/governance/general_rules unregistered copyrights, registered or unregistered trademarks, service marks, trade secrets, mask works, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research and experimental results.

4.1.1 Intellectual Property Created Through ILLINOIS Resources: Except as otherwise agreed in writing by the parties, ILLINOIS shall own intellectual property created by CARLI member libraries through the use of ILLINOIS resources including but not limited to use of personnel, facilities, equipment, funds, or intellectual property, which are owned, under the control of, or administered by ILLINOIS.

4.1.2 Jointly Owned Intellectual Property: Intellectual property created jointly by CARLI staff and CARLI member libraries will be jointly owned by ILLINOIS and CARLI member libraries participating in the creation of such Intellectual Property. The rights to jointly owned Intellectual Property will be set forth in separate written agreements entered into by ILLINOIS on behalf of CARLI.

4.1.3 CARLI Member Library Intellectual Property: Intellectual property created by a CARLI member library or libraries under the auspices of the CARLI Consortium without any use of any personnel, facilities, equipment, funds, or intellectual property which are owned, under the control of, or administered by ILLINOIS shall be owned by such respective CARLI member library or member libraries that created such Intellectual Property. The parties agree that ILLINOIS and CARLI shall have a non-exclusive license to use such Intellectual Property for research and academic purposes.

4.1.4 If CARLI staff creates applications intended to be open source applications, CARLI will disclose such work to the ILLINOIS' Office of Technology Management or its equivalent ("OTM")

and will work with OTM to ensure the work is appropriate for open source designation (e.g., that no protected intellectual property has been used while working on the application intended to be open source). The provisions of this section are governed by Article III of the General Rules; in the event of a conflict between this provision and the General Rules, the General Rules shall be followed.

- a) CARLI staff may contribute enhancements to any application already available as open source. CARLI will disclose such work to OTM.
- b) If CARLI contracts with an outside source to provide a custom application or service, and intends for that application or service ultimately to be open source, CARLI will work with OTM to ensure the work product is available as open source at the conclusion of the project.

4.2. ILLINOIS will own all trademarks, service marks and other marks used by CARLI, including without limitation the "CARLI" mark, the CARLI logo mark, the "ILDS" (Illinois Library Delivery Service) logo mark, and the "I-Share" mark, as well as any associated goodwill. ILLINOIS will license the use of such marks to CARLI and its members as deemed appropriate by the CARLI staff.

4.3. CARLI will follow the ILLINOIS Identity Standards outlined for consortia and external partners. CARLI will be responsible for all costs associated with the development, maintenance and protection of the CARLI brand and logos.

4.4. Incorporation of Article 4 Terms for CARLI Members: The parties shall incorporate the terms of this Article 4 into the next revision of the CARLI Membership Agreement.

5. Term and Termination

5.1. This Agreement is effective on the date of the last signature below. The Agreement's initial term shall be one (1) year or until June 30 of the calendar year following the year of the effective date, whichever comes earlier. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms unless one of the parties has already provided notice to termination this agreement in accordance with the other provisions of this Section 5.

5.2. Either party may terminate this Agreement for any reason, provided that the terminating party gives sufficient notice, which shall be the time required to arrange suitable alternate arrangements to support CARLI systems and services. Except as provided in this Agreement, a party must provide at least 24 months' advance notice of termination.

5.3. Termination of membership by a CARLI library member shall not alter this Agreement, and this Agreement shall remain in effect until the first of the following to occur: dissolution of the consortium or termination of this Agreement by CARLI or ILLINOIS.

5.4. Upon notice of termination, the parties will cooperate in good faith to ensure that CARLI is able to provide the systems and services to which its membership is accustomed and that ILLINOIS is not responsible for financial liabilities or contractual obligations incurred on CARLI's behalf.

5.5. If, upon termination of this Agreement, CARLI continues to exist, CARLI will no longer be permitted to use the employer identification number, tax-exempt identification number, or any tax-exempt status of ILLINOIS or represent that it is affiliated with ILLINOIS. If a successor Host Institution is named that is willing and able to act as fiscal sponsor of CARLI, then ILLINOIS shall transfer to the successor host, subject to the approval of any third-party funding sources as required and as permitted by law, the assets held or liabilities incurred by ILLINOIS as Host Institution on behalf of CARLI.

- a) All hardware and software (“Equipment”) provided by ILLINOIS to CARLI pursuant to this Agreement was purchased using ILLINOIS funds and has been reported to the State of Illinois as state-owned equipment.
- b) State-owned equipment cannot be permanently transferred to any other entity without the express approval of the Illinois Department of Central Management Services.
- c) If this Agreement between CARLI and ILLINOIS terminates and CARLI continues to exist, the parties will work together to determine what, if any, options exist for the transfer, loan, or purchase of the Equipment from ILLINOIS to CARLI or any successor Host Institution and, if any options do exist, will work together to complete the transfer, loan, or purchase.

5.6. Prior to any termination, the parties shall use their best efforts to fulfill all current contract obligations and to resolve all issues relating to the transfer and assignment of contracts then in effect. Where practicable, financial obligations incurred by ILLINOIS on behalf of CARLI shall be resolved in conjunction with the disposition and transfer of unencumbered funds and property.

5.7. Upon termination of this Agreement, if a successor Host Institution is named, ILLINOIS will grant and assign to the successor Host Institution the rights to the names and logos used by CARLI, including the “CARLI” mark, the CARLI logo mark, the “ILDS” (Illinois Library Delivery Service) logo mark, and the “I-Share” mark. If, upon termination, no successor Host Institution is named, ILLINOIS will grant and assign to CARLI the rights to the names and logos used by CARLI, including “CARLI,” the CARLI logo mark, and “I-Share.”

6. Waiver and Acknowledgment

CARLI acknowledges that ILLINOIS will devote such time to management of CARLI's funds and to general supervision of CARLI as it sees fit and in its sole discretion. CARLI waives and releases ILLINOIS from any and all claims, loss, damage, liability and expenses, including without limitation attorney fees and costs, known or unknown, arising out of or in any way related to CARLI, except damages arising solely from the gross negligence or willful misconduct of ILLINOIS.

7. Impact of Reductions to ILLINOIS' Budget

In the event ILLINOIS' budget is reduced to such an extent that it must reduce its financial support for CARLI, up to and including terminating this Agreement or not funding certain CARLI positions, ILLINOIS will work with CARLI to manage such a rescission.

8. Modification of this Agreement

This Agreement constitutes the entire agreement between the parties and should be referenced in all reviews of CARLI’s funding and programs. No modification or waiver of terms of this Agreement will be binding unless made in writing and signed by the parties.

Each party represents that the individual signing below on its behalf has full authority to enter into this Agreement on that party's behalf.

Board of Trustees of the University of Illinois

Consortium of Academic and Research Libraries in Illinois

By: _____
Avijit Ghosh
Interim Vice President, Chief Financial Officer,
and Comptroller

By: _____
Richard Darga
Chair of the Board of Directors

Date: _____

Date: _____

Approval Recommended:

By: _____
Barbara Wilson
University of Illinois
Executive Vice President and Vice President
for Academic Affairs

By: _____
Anne Craig
Senior Director, CARLI

Date: _____

Date: _____

Attachments A-1, A-2, B, and C



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between Facilities & Services, having offices at 1501 S. Oak Street, Champaign, IL 61820, hereinafter referred to as (F&S) and the Consortium of Academic and Research Libraries in Illinois, having a principal place of business at 100 Trade Centre Drive, Suite 303, Champaign, IL 61820, hereinafter referred to as "CARLI"; collectively with F&S, referred to as the "Parties" provides for services related to the co-location of CARLI servers as set forth in this MOU.

1. Services

F&S agrees to provide adequate space for the location of CARLI servers in the F&S Datacenter located in Physical Plant Services Building (#1098), room 1800A, 1501 S. Oak Street, Champaign, IL 61820. CARLI and F&S will meet periodically, as needed, to review the status of the services and to make any necessary, mutually-agreeable adjustments.

2. Cost of Services

The annual cost for two racks in FY 2017 (July 1, 2016 – June 30, 2017) will be \$30,000. These costs are based on annual power and the maintenance costs of equipment in the data center. The annual cost of services will remain firm at \$30,000 until such time as an increase or decrease in the amount of space is requested by CARLI or CARLI removes the servers.

Any changes in the costs for each fiscal year will be determined by April 30 of each year and will be agreed to in writing (e-mail with acknowledgement of receipt and acceptance of both parties is sufficient).

3. Responsibilities

CARLI Responsibilities:

- a. Communicate clearly to F&S when changes are planned to CARLI hardware, networking, or other infrastructure.
- b. Inform F&S of any planned or new hardware that will be added to CARLI racks.
- c. Abide by security procedures that control access to the facility.
- d. Identify authorized CARLI staff for physical access.
- e. Inform F&S when third parties will be in the datacenter for warranty or other related work.
- f. Define an escalation path outlining who should be contacted in the event of problems/maintenance with the facility.
- g. Maintain systems according to university policies.
- h. Manage the hardware lifecycle of equipment.
- i. Provide the vendor name, model number, serial number, property tag, and specifications for equipment to be co-located.

F&S Responsibilities:

- a. Ensure that the datacenter infrastructure is operating correctly and is not over capacity.
- b. Notify CARLI in the event of an issue with datacenter infrastructure.
- c. Notify CARLI of planned maintenance/upgrades to datacenter infrastructure.
- d. Provide 24x7 access to building and datacenter to staff authorized for access.
- e. Provide access to a staging area for IT equipment moving in or out of the datacenter.
- f. Provide access to a receiving area for IT equipment.
- g. Communicate future plans of datacenter to appropriate CARLI staff.

4. Term

The term of this MOU will be from the date of execution through June 30, 2017. Thereafter, the MOU will automatically be renewed for additional one-year periods until terminated by the mutual agreement of the Parties as set forth in Section 5 of this MOU.

5. Termination

Either party may terminate this MOU at any time with no less than twelve (12) months notice.

6. Changes to Agreement

Either party may request a meeting to make changes to this MOU. Material changes will be valid only upon mutual agreement by F&S and CARLI in writing (email with acknowledgement of receipt and acceptance by both parties is sufficient).

7. Facility Description

F&S is providing co-location within the Physical Plant Services Building Room 1800A. This facility provides the following:

Racks:

- 42U APC racks with lockable front door and no back door.

Power:

- Generator power provided via a shared 200KW unit and a shared 80KW unit.
- UPS power provided via two APC Symmetra PX units (one per power source).
- Six 20 amp/120 volt circuits per rack.
 - Switched and metered PDU's inside each rack via L21-20P connection.

Cooling:

- Primary cooling provided via 6 APC InRow units with hot aisle containment utilizing campus chilled water and domestic water backup. InRow units are on UPS/generator power.
- Secondary cooling provided via a pair of 5 ton Liebert traditional air conditioning units on generator power.
- Tertiary cooling provided via a pair of 5 ton domestic cold water based coolers; also on generator power.

Networking:

- Gigabit and 10 Gigabit networking provided via Technology Services (formerly CITES) managed switches.
- Networking is provided via redundant uplinks to Node 2 (2 - 10 Gigabit).

Security:

- The room requires access via iCard based Proximity Card Access.

Approvals:

Susan Singleton, Executive Director/Asst. V. P.
Consortium of Academic and Research Libraries in Illinois

Date

Curt Taylor, Director of Business Operations
Facilities & Services

Date



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) by and between Information Technology Services, having offices in the Health and Sciences Building at the University of Illinois Springfield, hereinafter referred to as "ITS" and the Consortium of Academic and Research Libraries in Illinois, having a principal place of business at 100 Trade Centre Drive, Suite 303, Champaign, IL 61820, hereinafter referred to as "CARLI"; collectively with ITS, referred to as the "Parties" provides for services related to the co-location of CARLI servers as set forth in this MOU.

1. Services

ITS agrees to provide adequate space for the location of CARLI servers in the ITS Data Center located in the Health and Sciences Building, One University Plaza, Springfield, IL 62703-5407. CARLI and ITS will meet periodically, as needed, to review the status of the services and to make any necessary, mutually-agreeable adjustments.

2. Cost of Services

In lieu of payment, ITS requested equivalent Rack Space in the University of Illinois Urbana-Champaign (UIUC) Facilities and Services (F&S) Physical Plant Services Building (PPSB) Data Center.

In addition to the \$15,000 per year per full rack payment to F&S for CARLI hardware in the PPSB Data Center, CARLI also pays F&S an additional \$15,000 per year for a second full rack of equivalent space for ITS hardware.

3. Responsibilities

CARLI Responsibilities:

- a. Communicate clearly to ITS when changes are planned to CARLI hardware, networking, or other infrastructure.
- b. Inform ITS of any planned or new hardware that will be added to CARLI racks.
- c. Abide by security procedures that control access to the facility.
- d. Identify authorized CARLI staff for physical access.
- e. Inform ITS when third parties will be in the data center for warranty or other related work.
- f. Define an escalation path outlining who should be contacted in the event of problems/maintenance with the facility.
- g. Maintain systems according to university policies.
- h. Manage the hardware lifecycle of equipment.
- i. Provide the vendor name, model number, serial number, property tag, and specifications for equipment to be co-located.

ITS Responsibilities:

- a. Ensure that the datacenter infrastructure is operating correctly and is not over capacity.
- b. Notify CARLI in the event of an issue with datacenter infrastructure.
- c. Notify CARLI of planned maintenance/upgrades to datacenter infrastructure.
- d. Provide 24x7 access to building and datacenter to staff authorized for access.
- e. Provide access to a staging area for IT equipment moving in or out of the datacenter.
- f. Provide access to a receiving area for IT equipment.
- g. Communicate future plans of datacenter to appropriate CARLI staff.

4. Term

The term of this MOU will be from the date of execution through June 30, 2018. Thereafter, the MOU will automatically be renewed for additional one-year periods until terminated by the mutual agreement of the Parties as set forth in Section 5 of this MOU.

5. Termination

Either party may terminate this MOU at any time with no less than twelve (12) months' notice.

6. Changes to Agreement

Either party may request a meeting to make changes to this MOU. Material changes will be valid only upon mutual agreement by ITS and CARLI in writing (email with acknowledgement of receipt and acceptance by both parties is sufficient).

Approvals:

Brandon Gant, Director System Services
Consortium of Academic and Research Libraries in Illinois (CARLI)

Date

Tulio Llosa, Director IT Operations
Information Technology Services (ITS)

Date

Attachment B



CARLI

Consortium of
Academic and Research
Libraries in Illinois

CONSORTIUM OF ACADEMIC AND RESEARCH LIBRARIES IN ILLINOIS (CARLI)
MEMBERSHIP AGREEMENT
REVISED – 2012
Updated 08/2016

The mission of CARLI is to lead Illinois academic libraries to create and sustain a rich, supportive, and diverse knowledge environment that furthers teaching, learning, and research through the sharing of collections, expertise, and programs.

CARLI membership does not replace an institution's obligation to maintain and enhance library collections, staff, and technological infrastructure, in order to meet the primary teaching, learning and research needs of its students, faculty, staff, and other principal clientele. Each member library retains autonomy over its staff, operations, and budget. However, participation in CARLI requires collaboration and commitment to the Consortium. In consideration for membership in CARLI, the institution agrees:

- To abide by the Bylaws of the Consortium of Academic and Research Libraries in Illinois and the common policies, protocols, rules and regulations adopted by the Consortium.
- To assume and pay promptly any and all financial obligations arising from membership and participation in services offered through the Consortium.
- To act in accordance with all terms and conditions of contractual agreements made by CARLI and its business and contractual agent, the University of Illinois, on behalf of member libraries, and to accept responsibility for the acts or omissions of its own employees related to such agreements.
- To maintain physical facilities, collections of information resources, staff and library services adequate to meet the core needs of the institutions primary clientele.
- To allow physical access to library facilities for the student, faculty and staff of other CARLI without undue restrictions.
- To freely and fairly share its information and library resources with the students, faculty and staff of other CARLI member institutions.
- To maintain current awareness of CARLI programs, services, technologies, policies, and best practices, in order to meet the library's responsibilities to its fellow Consortium members.

- To play an active part in the Consortium, including the provision of consultation, advice and expertise to colleagues in other member libraries; support for staff participation in consortially provided forums, workshops, and continuing education opportunities; and support for appropriate staff to serve on CARLI committees, task forces and working groups.

Failure to comply with these terms and conditions may lead to the imposition of sanctions or membership termination as specified in the Consortium’s Bylaws, and other legal actions arising from the member library’s contractual obligations with vendors and service providers as may be appropriate.

The _____ (print library name)
of _____ (print institution name)
selects membership in the Consortium of Academic and Research Libraries in Illinois as a
[select one]

Governing Member

Affiliate Member

Membership in CARLI is effective upon execution of this agreement. Annual renewal of membership requires the completion of an online membership certification questionnaire and payment of a membership fee. Membership renewal is effective on July 1 and is in effect until June 30 of the succeeding year, unless notification of a change in membership category or intent to terminate membership is received, as specified in the Bylaws (<http://www.carli.illinois.edu/about/Bylaws.pdf>).

Acceptance of CARLI Membership Agreement

As a representative of the institution legally authorized to execute agreements and contracts and to financially obligate the library named below, I agree by signing this document that the institution will abide by all of the terms and conditions stated in this agreement for membership in CARLI.

Accepted By:

Name of Institution:

Name of Library:

Signature:

Print Name:

Print Title:

Date:

Accepted By:

Anne Craig

Senior Director

Consortium of Academic and Research

Libraries in Illinois (CARLI)

Date:

Attachment C

CARLI I-Share Participant Institution Agreement

Between

The Consortium of Academic and Research Libraries in Illinois and

[NAME OF PARTICIPANT INSTITUTION]

This CARLI I-Share Participant Institution Agreement (“Agreement”), between the Board of Directors of the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and [NAME OF PARTICIPANT INSTITUTION], a [LEGAL DESCRIPTION OF PARTICIPANT] (“Participant”), becomes effective July 1, 2016 or on the date thereafter upon which the last signature was affixed hereto. The purpose of this Agreement is to define each party’s responsibilities with regard to their involvement in the I-Share program.

I. Recitals

Whereas, CARLI is a voluntary, unincorporated association of institutions of higher education and research libraries in Illinois; and

Whereas, The University of Illinois (UI) serves as the host institution and fiscal and contractual agent for CARLI; and

Whereas, Participant is currently a CARLI Governing Member; and

Whereas, I-Share is an online catalog and library management system managed by and for CARLI to support library resource sharing among I-Share Participating institutions; and

Whereas, I-Share comprises computer hardware and software centrally acquired and supported by staff employed by CARLI; and

Whereas, Participant is currently participating in the I-Share program and wishes to continue this participation or has submitted an application to participate in I-Share, an application which the CARLI Board of Directors has decided to accept; and

Whereas, CARLI and Participant wish to ensure that each party understands its respective rights and responsibilities within the I-Share program by reducing these rights and responsibilities to writing.

Now, therefore, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

II. Purpose, Funding and Structure of I-Share

1. I-Share resource sharing is intended to supplement, not replace, the institution’s own collection and its ongoing development.
2. I-Share is funded by a combination of annual assessment fees paid by participating institutions and State funds.
3. In return for the cost-sharing investments in I-Share, participating institutions are expected to fully and freely provide access to their circulating collections to authorized patrons of other I-Share libraries through I-Share’s resource sharing programs, and to treat those authorized patrons as generously as they treat the patrons of their own library.

III. Participant Qualifications and Requirements

1. Participation in I-Share is available only to libraries that have joined CARLI as Governing Members.

- a. CARLI membership policies are outlined in the *CARLI Bylaws*¹, which is incorporated herein by reference; an electronic copy of the CARLI Bylaws is available at the website found in the associated footnote or a paper copy is available upon request.
2. Participant must maintain its Governing Member status in good standing in order to continue to participate in the I-Share program.
3. CARLI members seeking to participate in I-Share must complete an I-Share application process and meet criteria beyond those required for general membership in CARLI.
4. Participation in I-Share is granted at the discretion of the CARLI Board of Directors and is neither guaranteed nor implied by an institution's CARLI Governing Member status.

IV. CARLI Responsibilities

In addition to those services CARLI already provides to its members and other users of its services, CARLI (on its own, through its committees, or in conjunction with its vendors) shall undertake the following responsibilities on behalf of all I-Share participant institutions, including Participant:

1. Provide and support a current suite of products to support library management and resource sharing.
2. Develop, maintain, and disseminate documentation and best practices necessary for the efficient operation of I-Share.
3. Maintain compliance with the federal *Family Educational Rights and Privacy Act* (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Illinois *Library Records Confidentiality Act* (75 ILCS 70/).
 - a. CARLI will assume responsibility for the acts of its employees related to these acts, unless the employee acts in a grossly negligent manner or purposefully and knowingly violates the law, in which case the employee shall be responsible for his or her own acts.
4. Maintain the security and confidentiality of I-Share participants' data hosted on CARLI systems from unauthorized use.
5. Release a library's patron data, transaction/statistical data, and bibliographic data to a third-party vendor only if requested in writing by the Participant.
 - a. With regard to the disclosure of any data under this provision, Participant accepts and is fully responsible for contracting with the third party vendor to ensure the legal and ethical handling of Participant's data and that of its patrons. CARLI will not be a party to the contract between the Participant and the third party vendor.
6. CARLI will maintain a business continuity plan that outlines detailed policies for emergency operation and disaster recovery for I-Share and all systems operated by CARLI.

¹ CARLI Bylaws: <http://www.carli.illinois.edu/sites/files/Bylaws.pdf>

V. Participant Responsibilities

Participant agrees to undertake the following responsibilities as well as to abide by the following terms and conditions:

1. Abide and be bound by all relevant CARLI and I-Share governing and operational documents, including the *CARLI Bylaws*, the *ILLINET Interlibrary Loan Code*², and the *I-Share Library Resource Sharing Code*³. The three listed documents are all incorporated herein by reference; electronic copies of the documents may be obtained by visiting the website found in the associated footnote or paper copies of the documents are available upon request.
2. Abide by the common I-Share policies adopted⁴ by the CARLI Board.
3. Comply with the federal *Family Educational Rights and Privacy Act* (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Illinois *Library Records Confidentiality Act* (75 ILCS 70/).
 - a. Participants assume responsibility for the acts of its employees related to these acts, unless the employee acts in a grossly negligent manner or purposefully and knowingly violates the law, in which case the employee shall be responsible for his or her own acts.
4. Continue to develop its collections to provide primary support for its mission/curriculum.
5. Establish all necessary procedures and protocols to ensure the proper use, storage, and confidentiality of any I-Share data Participant retains on its own servers or for its own purposes beyond the day-to-day operation of the library management system, including personally identifiable information of Participant's or other I-Share participant's patrons. With regard to this data, Participant shall comply with all of its institutional rules regarding data security, Institutional Review Board approval, as well as all other federal, state and local laws that apply to such data.
 - a. Participants will have access to their own library's I-Share data and to any data or statistics generated in the library management software that is related to their library's collection and patrons.
6. Abide by, accept and adopt the provisions of any I-Share-related contractual agreements made by the University of Illinois on behalf of participant libraries.
7. Refrain from the infringement or unauthorized use of any library-licensed or CARLI-licensed data or software products.
8. Refrain from the unauthorized disclosure of any proprietary or confidential information Participant may maintain relevant to the I-Share program or its own operational program.
9. Provide the valid patrons of all I-Share participant libraries generous access and a minimum of barriers to Participant's circulating collections through I-Share's resource sharing program.

² ILLINET Interlibrary Loan Code, Revised in 2015:

https://www.cyberdriveillinois.com/publications/pdf_publications/lda130.pdf

³ I-Share Resource Sharing Code, 2012: <http://www.carli.illinois.edu/products-services/i-share/circ/I-ShareResourceSharingCode>

⁴ I-Share Policies: <https://www.carli.illinois.edu/products-services/i-share/i-share-documentation>

10. Support reciprocity in resource sharing and refrain from implementing policy or operational changes that would significantly diminish I-Share resource sharing access to Participant's circulating collections on a permanent basis.
11. Provide and maintain current patron data in I-Share in the format and manner specified by CARLI to support resource sharing, and to ensure patron confidentiality and identity data security.
12. Provide and maintain current bibliographic data in I-Share describing the library's collection, holdings and item availability status in acceptable formats and quality standards as defined by CARLI's *Cooperative Cataloging Guidelines for I-Share Databases*,⁵ incorporated herein by reference.
13. Provide and maintain local equipment and network service that adequately supports the Participant library's volume of I-Share activity and its maintenance of timely data.
14. Participate in the Illinois Library Delivery System (ILDS) to transport I-Share resource sharing materials, and process outgoing and incoming ILDS shipments promptly.
 - a. CARLI will not be held responsible for damage to library and/or shipping materials.
15. Develop and maintain appropriate levels of I-Share expertise amongst Participant's staff, and seek out and support staff participation in continuing education as needed to refresh and acquire new relevant skills.
16. Assist other institutions participating in the I-Share program in the recovery of materials provided through resource sharing. Participant institutions will also adhere to applicable laws and confidentiality policies in their billing procedures.
17. Respond promptly and accurately to requests from CARLI's system administrators for information needed to support and maintain the I-Share program.
18. Assume and/or promptly pay all I-Share related costs or financial obligations attributed to Participant, including but not limited to, all of the following:
 - a. Participants' share of one-time and/or ongoing fees for the library management software
 - b. Participant's annual I-Share assessment fee, the amount of which CARLI will provide to Participant no less than one year in advance of the payment being due;
 - c. All costs (e.g., software, hardware, CARLI staff or other vendor staff time) of any one-time or ongoing export of Participant's library's data from I-Share to support projects being undertaken by the institution or an organization other than CARLI;
 - d. All costs associated with sending their staff to I-Share training and continuing education events, as required and available;
 - e. All local costs of I-Share implementation and participation, including network connectivity, desktop computers, barcode scanners, printers, labels, shipping materials, and other supplies;
 - f. All costs (e.g., software, hardware, CARLI staff or other vendor staff time) to build or support links to external systems for projects being undertaken by the institution or an organization other than CARLI;

⁵ *Cooperative Cataloging Guidelines for I-Share Databases*, 2015:
<http://www.carli.illinois.edu/products-services/i-share/cat/coop-cat-guidelines>

- g. All costs of any project to divide and remove, or load and merge data to support an institutional split or merger;
- h. All costs associated with terminating this Agreement, including removing Participant's data from I-Share, if this Agreement is terminated in accordance with the Termination provisions found below.

VI. Term

The term of this Agreement shall be one year, ending on June 30 for all. However, if this is Participant's first year as an I-Share participating library, this Agreement will end on June 30, regardless of its effective date – for that first year, the one year term will not apply. Immediately prior to this Agreement's June 30th expiration, the Agreement will automatically renew itself unless terminated by either party, in writing, in accordance with the provisions in Section VII.1.

VII. Termination/Suspension of I-Share Participation and Breach Provisions

1. Participants' Optional Termination of Agreement.
Participant will provide one year's advance notice, in writing, when opting to cease participation in I-Share, and will assume all costs (e.g., software, hardware, CARLI staff or other vendor staff time) of removing their data from I-Share as well as of ending their participation in the I-Share program.
2. Sanctions for Participant's Material Breach of the Provisions of this Agreement.
 - a. If, in the CARLI Board's opinion, Participant has engaged in conduct that fails to comply with the terms, conditions, standards and responsibilities established by this Agreement or any other document or set of standards incorporated herein by reference, CARLI will provide notice to Participant of this failure. Participant will be provided with thirty (30) days to cure the failure ("Cure Period").
 - b. If Participant cures the failure to CARLI's satisfaction by the end of the Cure Period, no adverse action will be taken.
 - c. If the Participant does not cure the failure to CARLI's satisfaction, the CARLI Board will determine the appropriate sanctions to take against Participant, which may include, but are not limited to:
 - i. Letter(s) of warning to Participant;
 - ii. Imposition of additional fees against Participant;
 - iii. Suspension of Participant's access to I-Share resource sharing services;
 - iv. Reduction or elimination of Participant's CARLI cost subsidy for I-Share;
 - v. Suspension or termination of all local and consortial I-Share services and Participant's participation in this Agreement.
 - d. If, in the CARLI Board's opinion, Participant's failure to comply with the terms, conditions, standards and responsibilities establish by this Agreement places the I-Share program at risk of being permanently harmed, it may temporarily suspend Participant's access to and participation in I-Share during the Cure Period.
 - e. Participant will be responsible for any costs or fees incurred CARLI when pursuing action to ensure Participant's compliance with all relevant terms, conditions, standards and responsibilities as well as when imposing appropriate sanctions or fees, including, but not limited to, legal actions or fees CARLI may incur when imposing or ensuring Participant's adherence to the sanctions.
 - f. If Participant's participation in I-Share is terminated pursuant to this section prior to the end of CARLI's current fiscal year, Participant will be responsible for

paying all dues, fees and other amounts that it would have been responsible for through the end of the fiscal year in which the Participant's participation in the Agreement is ended.

3. Failure of Legislature to Appropriately Fund I-Share or Participant's Budget to the point that it can no longer participate in I-Share.
 - a. Each party acknowledges that continuation of I-Share is based, in part, on state funding.
 - b. If, in its sole discretion, the CARLI Board determines that sufficient funds to continue I-Share operations have not been allocated to CARLI or its participating libraries, the CARLI Board may either suspend I-Share operations until adequate funding has been achieved or discontinue I-Share operations if it is determined that obtaining adequate funding to continue I-Share is, in the CARLI Board's sole discretion, unlikely. CARLI will give as much advance notice regarding such decisions as possible. Suspension or Termination of I-Share operations under this section will not be deemed a breach or failure to comply with any of the terms, conditions, standards and responsibilities established by this Agreement.
 - c. If Participant does not receive sufficient funds from the legislature to continue its participation in I-Share, it may end its participation by providing as much advance notice of its inability to continue its participation as possible. Participant's termination of their involvement in I-Share under this section will not be deemed a breach or failure to comply with any of the terms, conditions, standards and responsibilities established by this Agreement.
4. Temporary Suspension of I-Share Participation (Excluding Allegations of Breach Described in Section 2 immediately above)
 - a. If CARLI determines that Participant's computer system is somehow negatively impacting or affecting the security, privacy or stability of the I-Share system, Participant's access to and participation in I-Share may be temporarily suspended until Participant can identify and fix the issue.
 - b. In cases where Participant's access to and participation in I-Share has been temporarily suspended based on reasons other than Participant's alleged breach of this Agreement, Participant's access to and participation in I-Share will be returned once the issue leading to Participant's temporary suspension has been resolved to CARLI's satisfaction.

VIII. Liability

In addition to any liability provisions already discussed herein, Participant's and CARLI's liability under the I-Share system shall be determined as follows:

1. Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other (or the other's employees or agents), unless such liability is imposed by law.
2. CARLI will not be liable for any inappropriate use of any I-Share patron data retained by Participant on its own networks.
3. Participant will not be held responsible for paying any charges or fees to other I-Share libraries for damage or losses caused by Participant's patrons.
4. Participant will assume all responsibility for any and all claims and liabilities arising out of: (a) any libelous or other unlawful matter provided for distribution through the I-Share system as well as (b) the distribution through I-Share of any intellectual property Participant was not fully authorized to distribute.

IX. General Provisions

1. **Force Majeure.** Neither party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, or acts or failures to act by third parties. So long as any such delay or default continues, the party affected by the conditions shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.
2. **Headings.** The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
3. **Rescission of Previous Agreements.** By entering into this Agreement, both CARLI and Participant agree and acknowledge that any other agreements they have entered into that relate solely to the I-Share program are rescinded and replaced with this Agreement. Any other agreements between the parties related to general CARLI matters remain in effect.
4. **Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.
5. **Severability.** If any provision of this Agreement is held unenforceable, the provision shall be severed and deemed stricken from this Agreement and the remainder of the Agreement will continue in full force and effect.
6. **Assignment.** Neither party may assign this Agreement, in part or in whole, to a third entity, without the prior written approval of the other party.
7. **Non-Exclusivity.** This Agreement is non-exclusive. CARLI may offer similar opportunities to become members in the I-Share program to other Illinois institutions meeting the criteria set forth in this Agreement and any other documents incorporated herein by reference.
8. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Neither party waives any rights or defenses it might have, including sovereign immunity, by entering into this Agreement.
9. **Representation of Signatories.** The persons signing this Agreement as authorized signatories represent that they have the property authority to bind their respective party to this Agreement.
10. **Notices.** All notices and other correspondence contemplated or required by this Agreement shall be directed to the parties at the following addresses and shall be valid upon actual receipt:

CARLI: Senior Director, CARLI
100 Trade Centre Drive, Suite 303
Champaign, Illinois 61820-7233

PARTICIPANT: [NAME], [POSITION]
[COLLEGE/SCHOOL/DEPARTMENT]
[ADDRESS]
[CITY/STATE/ZIP]
[PHONE NUMBER]
[E-MAIL ADDRESS]

X. Signatures

As legally authorized representatives of the Participant or of CARLI, we agree by signing this document that the institution agrees to be bound by and will abide by all of the terms and conditions stated in this agreement for participation in I-Share.

Name of Institution: _____

Accepted by Institutional Representative:

Accepted By Library Representative:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Accepted by CARLI:

Signature

Print Name

Title

Date