



CARLI Host Institution Agreement
between
The Board of Trustees of the University of Illinois
and
The Consortium of Academic and Research Libraries in Illinois
Revised January 1, 2025

Versioning

This January 1, 2025, agreement terminates and replaces the earlier version of the “Host Institution Agreement,” entered into between the parties with an effective date of December 1, 2017.

The 2017 agreement terminated and replaced the "Memorandum of Understanding and Host Institution Agreement," entered into between the parties with an effective date of May 27, 2005.

This CARLI Host Institution Agreement (“Agreement”) between The Board of Trustees of the University of Illinois (“University”) and the Consortium of Academic and Research Libraries in Illinois (“CARLI”) sets forth the terms by which University 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, “We empower our academic and research libraries to build and sustain an accessible, diverse, and responsive knowledge environment that promotes excellence and innovation in teaching, learning, and research. CARLI adds value for all member libraries 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 University; membership fees and assessments for optional services (“fees”); and third-party support through grants, contracts, and 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 services platform 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. University 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 Urbana-Champaign, University of Illinois Chicago, and University of Illinois Springfield) are members of CARLI and support its ongoing mission.

E. University 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. The CARLI Governance Board ("Board") oversees the affairs of CARLI except those activities reserved for the member institutions. Working with the allocated budget, the Board will set the strategic direction of CARLI; will review, advise, and recommend allocation of programmatic funds; will advise and give recommendation on the hiring and evaluation of the CARLI Senior Director; and will provide advice and input to the University in matters relating to CARLI.

1. ROLE OF UNIVERSITY

As Host Institution to CARLI, a separate legal entity, University shall provide to CARLI the administrative support, services and fiscal oversight more fully described below.

1.1. Administrative Structure

1.1.1. For operational purposes, University will maintain a designated unit for the purpose of management within the University 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 University Executive Vice President and Vice President for Academic Affairs or an equivalent position and (b) the Board. University will hire, compensate, and evaluate the Senior Director according to the policies and procedures of University. The Board 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 fewer than every two years.

1.1.2. Subject to the established oversight, program assessment and performance evaluation responsibilities of the Board, 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 office staff within the designated University unit. 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, and inventory and property control.
- c) Provide regular reports on the status of the budget to Board and its governing members.
- d) Administer contracts entered into on CARLI's behalf. CARLI's Fiscal Officer or equivalent will serve as the primary contact for contracts administration.
- e) Provide access to CARLI contracts for its members upon request.
- f) Report progress on CARLI projects approved by the Board.
- g) Assist the Board 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 services platform 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. University will employ staff within the designated unit to provide services and, for the avoidance of doubt, as University employees, said employees are subject to all laws, policies and guidelines, position classifications, standard benefits, and compensation standards applicable to University.

1.2.2. University will provide all human resource services, such as payroll and benefits administration, for all University employees within the designated unit.

1.2.3. University 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 University.

1.2.4. University 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. University 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. University 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. University will consult with CARLI's Senior Director prior to incurring such outside legal expenses. In addition to employing University staff who will provide services to CARLI within a designated unit, University will pay any costs which exceed the revenue CARLI generates within its custodial fund, so long as said costs are defined in the CARLI budget and where the costs are aligned with the University mission.

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

1.3. Accounting Services

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

1.3.2. University will maintain CARLI funds in designated accounts segregated by source and will maintain a chart of all fund accounts. Sources of funds include fees, grants, and gifts. CARLI may maintain fund reserves to cover the costs of two years of contractual obligations as required by University, special projects, and anticipated future system expenses.

1.3.3. Fees will be maintained in a custodial fund and will be subject to University custodial fund policies unless otherwise described in this Agreement. University will not guarantee the value of CARLI funds but will use best efforts to maintain a stable net asset value ("NAV") for CARLI. All fees received by University on behalf of CARLI shall be deposited in a separately invested account(s). University will not guarantee a stable NAV on the funds maintained in a separately invested account(s) nor will University guarantee interest will be paid on these

funds.

1.3.4. In accordance with University and University of Illinois Foundation (“Foundation”) policy, University and Foundation will receive contributions, charitable or otherwise, and gifts. Foundation will distribute such funds on CARLI’s behalf in accordance with the terms of the donor and applicable law. University shall report all contributions, charitable or otherwise, or gifts received for CARLI to University as required by law.

1.4. Facilities and Communications Support

1.4.1. University 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.

1.4.2. University will provide routine technical infrastructure for electronic communication services, such as email. University will:

1.4.2.1. Assist in securing appropriate space, facilities and infrastructure for all CARLI computer and network equipment.

1.4.2.2. Provide problem-reporting and technical support services and monitor and maintain acceptable standards of system and network performance.

1.4.2.3. Provide and maintain telecommunications and central network services.

2. ROLE OF CARLI

2.1. Protection of University’s Tax-Exempt Status

2.1.1. CARLI abides by all University procurement rules, policies, and procedures. CARLI may use the tax-exempt status of University for all purchases made by CARLI, and purchases made in accordance with procurement rules, policies, and procedures. University, when acting as the Fiscal and Contractual Agent for CARLI, will make purchases and enter into contracts on CARLI’s behalf, as a tax-exempt entity.

2.1.2. CARLI will not use funds in any way that would jeopardize the tax-exempt status of either or both University and Foundation. CARLI will comply with any reasonable written request by University or Foundation to cease activities which, in the sole opinion of University or Foundation, might jeopardize its tax-exempt status. University 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 University or Foundation.

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

2.2. CARLI Responsibilities

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

2.2.2. Through its Board, CARLI will provide advice and recommendations to University 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 University 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 University. In the case of unforeseen and dramatic changes to CARLI's budget, CARLI and University 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 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 and officers.

2.2.9. CARLI will ensure that all member libraries enter into and abide by the "CARLI Membership Agreement" (see Attachment A of this Agreement).

2.2.10. CARLI will ensure that member libraries that participate in the library services platform operated by CARLI to support library resource sharing enter into

and abide by the “CARLI I-Share Participant Institution Agreement” (see Attachment B of this Agreement).

2.2.11. CARLI will ensure that member libraries that participate in CARLI Digital Collections operated by CARLI to support digital library collections abide by the “CARLI Digital Collections Image License Terms and Conditions 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 Board and University. If an urgent problem arises, the resolution of which cannot be delayed until the next scheduled assessment, either the Chair of the Board or the Senior Director may request an immediate assessment meeting of the Board 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. University will hold title and rights to all “Intellectual Property” produced by University employees, including those providing services to CARLI under its designated unit. In accordance with Article III of the *General Rules Concerning University Organization and Procedure* (“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 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 University Resources: Except as otherwise agreed in writing by the parties, University shall own intellectual property created by CARLI member libraries using University 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 University.

4.1.2. Jointly Owned Intellectual Property: Intellectual property created jointly by University employees and CARLI member libraries will be jointly owned by University 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 University 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 University shall be owned by such respective CARLI member library or member libraries that created such Intellectual Property. The parties agree that University and CARLI shall have a non-exclusive license to use such Intellectual Property for research and academic purposes.

4.1.4. If University employees assigned to provide services to CARLI create applications intended to be open-source applications, CARLI will disclose such work to the University's 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.

4.1.4.1. University employees assigned to provide services to CARLI may contribute enhancements to any application already available as open source. CARLI will disclose such work to OTM.

4.1.4.2. 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. University 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. University 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 University 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.

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 terminate 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 University.

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 University 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 University or represent that it is affiliated with University. If a successor Host Institution is named that is willing and able to act as fiscal sponsor of CARLI, then University 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 University as Host Institution on behalf of CARLI.

5.5.1. All hardware and software (“Equipment”) provided by University to CARLI pursuant to this Agreement was purchased using University funds and has been reported to the State of Illinois as state-owned equipment.

5.5.2. State-owned equipment cannot be permanently transferred to any other entity without the express approval of the Illinois Department of Central Management Services.

5.5.3. If this Agreement between CARLI and University 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 University 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 University 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, University 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 logo mark, and the “I-Share” mark. If, upon termination, no successor Host Institution is named, University will grant and assign to CARLI the rights to the names and logos used by CARLI, including “CARLI,” the CARLI and ILDS logo marks, and “I-Share.”

6. Waiver and Acknowledgment

CARLI acknowledges that University 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 University 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 University.

7. Impact of Reductions to University Budget

In the event University’s 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 staff positions in the unit designated to assist CARLI, University will work with CARLI to manage such a rescission.

8. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.

9. Modification of this Agreement

This Agreement, including all fully executed attachments, 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.

<p>The Board of Trustees of the University of Illinois</p> <p>By:</p> <p>Paul N. Ellinger, Comptroller</p> <p>Date:</p>	<p>Consortium of Academic and Research Libraries in Illinois</p> <p>By:</p> <p>Pattie Piotrowski, Chair of the Governance Board</p> <p>Date:</p>
<p>Approval Recommended:</p> <p>By:</p> <p>Nicholas Jones Executive Vice President and Vice President for Academic Affairs University of Illinois System</p> <p>Date:</p>	<p>Approval Recommended:</p> <p>By:</p> <p>Anne Craig Senior Director CARLI</p> <p>Date:</p>

ATTACHMENT A



**Consortium of Academic and Research Libraries in Illinois
Membership Agreement
2005
Revised 2012
Updated December 2019
Updated January 1, 2025**

CARLI's mission is, "We empower our academic and research libraries to build and sustain an accessible, diverse, and responsive knowledge environment that promotes excellence and innovation in teaching, learning, and research. CARLI adds value for all member libraries by sharing costs, collections, expertise, programs, products, and services."

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 CARLI Bylaws and the common policies, protocols, rules, and regulations adopted by CARLI.
- To assume and pay promptly all financial obligations arising from membership and participation in services offered through CARLI.
- To act in accordance with all terms and conditions of contractual agreements made by CARLI and its business and contractual agent, The Board of Trustees of the University of Illinois ("University"), 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 institution's primary clientele.
- To allow physical access to library facilities for the student, faculty, and staff of other CARLI without undue restrictions.
- To share its information and library resources freely and fairly with the students, faculty, and staff of other CARLI member libraries.
- To maintain current awareness of CARLI programs, services, technologies, policies, and best practices, to meet the institution's responsibilities to its fellow CARLI members.

- To play an active part in CARLI, 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 CARLI’s Bylaws, and other legal actions arising from the member library’s contractual obligations with vendors and service providers as may be appropriate.

Notices

All notices must be in writing and delivered to the party’s representative named below, appropriate to the nature of the notice by U.S. first class postage paid certified mail with return receipt requested; by a nationally recognized overnight courier or commercial carrier with delivery receipt; or by email, except that email is not permitted for legal notices. Notices are effective upon receipt by the designated representative, except that email is effective as of the first business day after the email is sent. A party may change its representative at any time by written notice to the other party.

CARLI Representative	Institution Representative
Anne Craig Senior Director The Consortium of Academic and Research Libraries in Illinois (CARLI) 1704 Interstate Drive Champaign, Illinois 61822 abcraig@uillinois.edu 217-300-0375	[Contact Person Name] [Institution Name] [Address] [City, State, Zip] Tel.: [Contact Person Phone #] Email: [Contact Person Email Address]

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 intent to terminate membership is received, as specified in CARLI’s Bylaws (<https://www.carli.illinois.edu/sites/files/Bylaws.pdf>).

Acceptance of CARLI Membership Agreement

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

Name of Institution: _____

Institution:

Signature

Print Name

Title

Date

Acknowledged by CARLI:

Acknowledged by Library:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

To be completed by Institution and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu

ATTACHMENT B



CARLI

Consortium of
Academic and Research
Libraries in Illinois

**CARLI I-Share Participant Institution Agreement
Between
The Consortium of Academic and Research Libraries in Illinois and
[NAME OF PARTICIPANT INSTITUTION]**

Updated January 1, 2025

This CARLI I-Share Participant Institution Agreement (“Agreement”), between the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and [NAME OF PARTICIPANT INSTITUTION], a [LEGAL DESCRIPTION OF PARTICIPANT] (“Participant”), is effective on the date of the last authorizing signature. 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, Participant is currently a CARLI Governing Member; and
Whereas, I-Share is an online catalog and library management system managed by CARLI to support library resource sharing among I-Share Participants; and
Whereas, I-Share comprises computer hardware and software centrally acquired and supported by University staff employed to maintain CARLI resources; and
Whereas, Participant is either 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 Governance Board (“Board”) 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.
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. CARLI will provide and support the I-Share suite of products for library management and resource sharing, along with best practices documentation and continuing education resources. CARLI will maintain a business continuity plan that outlines detailed policies for I-Share data security, emergency operation and data recovery.
2. I-Share resource sharing is intended to supplement, not replace, Participant’s own collection and its ongoing development.
3. I-Share is funded by a combination of annual assessment fees paid by participating institutions and state funds as budgeted to CARLI by the University of Illinois System.

4. In return for the cost-sharing investments in I-Share, Participants are expected to fully and freely provide access to their circulating collections to authorized patrons of other I-Share Participants 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 participate in the I-Share program.
3. CARLI members seeking to participate in I-Share must complete an I-Share application and meet criteria beyond those required for general membership in CARLI.
4. I-Share participation is granted at the discretion of the Board and is neither guaranteed nor implied by Participant's status as a CARLI Governing Member.

IV. Participant Responsibilities

Participant agrees to the following:

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 all I-Share policies adopted⁴ by the 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

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

² ILLINET Interlibrary Loan Code, Revised in 2015: https://www.ilsos.gov/departments/library/libraries/ill_code.html

³ I-Share Resource Sharing Code, 2021: <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>

- his or her own acts.
- b. Continue to develop its collections to provide primary support for its mission/curriculum.
 - c. 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.
 - i. 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 Participant's own collection and patrons.
 - d. Abide by, accept, and adopt the provisions of any I-Share-related contractual agreements made by The Board of Trustees of the University of Illinois as CARLI's fiscal and contractual agent to provide I-Share services.
 - e. Refrain from the infringement or unauthorized use of any library-licensed or CARLI-licensed data or software products.
 - f. 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.
 - g. Provide the valid patrons of all I-Share Participants generous access and a minimum of barriers to Participant's circulating collections through I-Share's resource sharing program.
 - h. 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.
 - i. Provide and maintain current patron data in I-Share in the format and manner specified by CARLI.
 - j. Provide and maintain current bibliographic data in I-Share describing Participant's collection, holdings, and item availability status in acceptable formats and quality standards as defined by CARLI's *Cooperative Cataloging Policies for I-Share*,⁵ incorporated herein by reference.
 - k. Participate in the Illinois Library Delivery System (ILDS) to transport I-Share resource sharing materials, and process outgoing and incoming ILDS shipments promptly.
 - i. CARLI will not be held responsible for damage to library and/or shipping

⁵ *Cooperative Cataloging Policies for I-Share*, 2023: <http://www.carli.illinois.edu/products-services/i-share/coop-cat-policies>

materials.

- l. Participate in I-Share continuing education to develop and maintain I-Share expertise amongst Participant's staff.
- m. Assist other I-Share program Participants in the recovery of materials provided through resource sharing. Participants will also adhere to applicable laws and confidentiality policies in their billing procedures.
- n. Respond promptly and accurately to requests from CARLI's system administrators for information needed to support and maintain the I-Share program.
- o. Assume and/or promptly pay all I-Share related costs or financial obligations attributed to Participant, including but not limited to, the following:
 - i. Participants' share of one-time and/or ongoing fees for the library management software;
 - ii. 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;
 - iii. All costs (e.g., software, hardware, CARLI staff or other vendor staff time) of any one-time or ongoing export of Participant's data from I-Share to support projects being undertaken by Participant or an organization other than CARLI;
 - iv. All costs associated with sending Participant staff to I-Share training and continuing education events, as required and available;
 - v. All local costs related to maintaining local equipment and network service to adequately support I-Share implementation and participation along with the maintenance of timely data, including network connectivity, desktop computers, barcode scanners, printers, labels, shipping materials, and other supplies;
 - vi. 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 Participant or an organization other than CARLI; and
 - vii. All costs of any project to divide and remove, or load and merge data to support an institutional split or merger.

V. 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.

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

1. Termination by Participants.
 - a. Participant may terminate this Agreement at any time by giving one year's

advance notice in writing. Participant will assume all costs (e.g., software, hardware, CARLI staff or other vendor staff time) associated with removing their data from I-Share as well as of ending their participation in the I-Share program.

2. Termination for Material Breach.
 - a. Participant will have 30 days (or any longer period agreed to by CARLI) to cure a breach (“Cure Period”) of this Agreement after receiving notice of such breach by CARLI. CARLI may consider this Agreement terminated without further notice if Participant fails to cure the breach within the prescribed period.
 - b. CARLI may temporarily suspend Participant’s access to and participation in I-Share during the Cure Period if CARLI determines that the failure places I-Share at risk of being permanently harmed.
 - c. Participant will be responsible for any costs or fees incurred by CARLI during the Cure Period, including, but not limited to, legal actions or fees CARLI may incur when imposing or ensuring Participant’s adherence to the sanctions.
 - d. If Participant 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. Termination for Availability of Appropriations.
 - a. Participant acknowledges that continuation of I-Share is based, in part, on state funding allocated by the Illinois General Assembly.
 - b. This Agreement is subject to termination by CARLI if: (a) the Illinois General Assembly fails to make an appropriation sufficient to continue I-Share operations; (b) adequate funds are not appropriated or granted to CARLI or Participant by the Illinois General Assembly to allow them to fulfill the obligations of this Agreement; or (c) funds appropriated are de-appropriated or not allocated. CARLI will give as much advance notice as possible regarding such termination.
 - c. If Participant does not receive sufficient funds from the state 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.

VII. 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 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.
5. Participant understands that CARLI will not be responsible for any inoperability, inaccessibility, or service disruptions of the I-Share system that may occur. However, these service disruptions may be reported to CARLI who will report them to the service provider, as appropriate.

VIII. 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. **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.
8. **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 Representative	Participant Representative
Anne Craig Senior Director The Consortium of Academic and Research Libraries in Illinois (CARLI) 1704 Interstate Drive Champaign, Illinois 61822 abcraig@uillinois.edu 217-300-0375	[Contact Person Name] [Institution Name] [Address] [City, State, Zip] Tel.: [Contact Person Phone #] Email: [Contact Person Email Address]

X. Signatures

The individual signing this Agreement represents that the individual has the appropriate authority to bind the Participant to this Agreement.

Name of Institution: _____

Participant:

Signature

Print Name

Title

Date

Acknowledged by CARLI:

Acknowledged by Library:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

To be completed by Institution and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu

ATTACHMENT C



CARLI

Consortium of
Academic and Research
Libraries in Illinois

**CARLI Digital Collections
Image License Terms and Conditions Agreement
June 2018
Updated January 1, 2025**

This Agreement is entered into between [NAME OF PARTICIPANT INSTITUTION], through its academic library (“Participant”), and the Governance Board of the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and is effective as of the final date of signature.

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

WHEREAS, Participant is currently a CARLI Governing Member; and

WHEREAS, Participant desires to add digital content to the CARLI digital collections currently available through <https://collections.carli.illinois.edu/> and to online social media platforms and websites (Online Platforms); and

WHEREAS, CARLI desires to incorporate Participant’s digital content into Collections and the parties agree to do so under the following terms and conditions of this agreement; and

WHEREAS, CARLI desires to promote CARLI digital collections through social media sites to further exposure of the images through the use of these widely used platforms.

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

A. Definitions.

“Collections” means digital collections of Items hosted by CARLI or Online Platforms.

“Items” means images, audio files or other pieces of media, including, but not limited to, photographs, slides, maps, manuscripts, rare books, audio and video clips, postcards and monographs, in formats specified as acceptable by CARLI.

“Participant Items” means the Items owned by Participant identified in Attachment A,

attached hereto and incorporated herein.

“Metadata” means descriptive, administrative and technical information relating to individual Items.

“Online Platforms” means social media sites, including X, Tumblr, Facebook, Flickr, and Instagram.

B. Terms and Conditions.

1. Representations and Warranties. To the best of Participant’s knowledge, Participant represents and warrants that: (i) the Items do not infringe any third party rights, including without limitation, intellectual property rights and privacy rights; (ii) Items are original works of the Participant or obtained pursuant to proper permissions authorizing the grant of rights herein; and (iii) are not defamatory, libelous, or obscene.

With respect to Items licensed by Participant pursuant to this Agreement, Participant agrees to abide by the terms and conditions of the CARLI Digital Collections guidelines and policies as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/dig-coll-colldevpolicy>, including, without limitation, the CARLI Development Policy as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/dig-coll-colldevpolicy>, and Required Metadata Fields for CARLI Digital Collections, as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/mdatafields>; and all applicable copyright laws and other laws applicable to any proprietary material contained in Items. Participant agrees to be bound by any updates to the foregoing guidelines and policies provided that CARLI shall notify Participant of such update, at which time Participant may request removal of its Items from the Collections and no longer be bound by this Agreement.

2. Participant shall use good faith efforts to comply with the CARLI’s “Best Practices” regarding Collections, as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/cdm-documentation>.

C. Ownership and Licensing

1. Ownership. Participant retains all ownership rights, title, and interest in and to the Items and Participant’s corresponding Metadata.

2. License to Items. Participant hereby grants CARLI a non-exclusive and perpetual right to (a) use, reproduce, distribute, display, publish, and incorporate the Items in the Collections and make Items available to end users; (b) modify Items as technically

necessary to incorporate any Item or Items into the Collections; and (c) sublicense the foregoing rights to Online Platforms to promote CARLI digital Collections and Items on social media, except for Items that are excluded by Participant on Attachment A, for which Participant elects not to grant sublicensing rights, as attached hereto and incorporated herein.

Unless an Item is listed on Attachment A, the sublicense set forth in this section shall apply to all Items and Participant acknowledges and agrees to the terms of use of the Online Platform. CARLI shall not be responsible for any end user use of such Online Platform, its distribution or access. Participant agrees that end users may use the Items in accordance with fair use, to the extent fair use applies, and the use rights granted pursuant to the applicable Metadata provided by Participant.

3. Metadata. Participant agrees to provide CARLI all Metadata associated with Participant Items in accordance with CARLI's Metadata guidelines, as currently provided at https://www.carli.illinois.edu/sites/files/digital_collections/documentation/guidelines_for_metadata.pdf.

4. Credit and Attribution. In consideration of Participant granting CARLI a license to Participant Items, CARLI agrees to give credit and attribution to Participant when publishing its Items. Participant authorizes CARLI, and grants CARLI the right to authorize Online Platforms to use its name to grant the foregoing credit and attribution.

D. Liability and Governing Law

1. Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law.

2. CARLI will not be liable for and Participant will assume all responsibility for any and all claims and liabilities arising out of: Participant's breach of warranties and representations pursuant to Section B (1) above.

3. 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.

The individual signing this Agreement represents that the individual has the appropriate authority to bind the Participant to this Agreement.

Name of Institution: _____

Participant:

Signature

Print Name

Title

Date

Acknowledged by CARLI:

Acknowledged by Library:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

To be completed by Institution and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu

Completion of Attachment A is optional. Complete Attachment A only if Participant elects NOT to sublicense for inclusion some or all of its CARLI Digital Collections content to Online Platforms. For questions contact CARLI staff at 217-244-7593 or 866-904-5843 or email support@carli.illinois.edu

**CARLI Digital Collections
Image License Terms and Conditions Agreement
Attachment A – Excluded Items**

To be completed by Participant and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu

Participant Name:

Date:

**Name of person
completing:**

Participant elects NOT to sublicense these Collections/Items for inclusion to any Online Platforms:

Collection or Item Name	Number of Images