Agreement for I-Share Participant Institutions

Adopted by the CARLI Board of Directors

December 2009

I-Share is an online catalog and library management system operated by and for the Consortium of Academic and Research Libraries in Illinois (CARLI) to support library resource sharing among participating member institutions. I-Share comprises computer hardware and software centrally acquired, operated and supported by staff employed by CARLI. The University of Illinois (UI) serves as the host institution and fiscal and contractual agent for CARLI under the terms of a Memorandum of Understanding (MOU) between the UI Board of Trustees and the CARLI Board of Directors¹. The MOU outlines the various service commitments made by CARLI to its member institutions. In addition to the MOU, CARLI maintains a business continuity plan that outlines detailed policies for emergency operation and disaster recovery for I-Share and all systems operated by CARLI.

This Agreement complements the MOU by outlining the terms for institutional participation in I-Share and the responsibilities of participating institutions.

I-Share is funded by a combination of state funds and annual assessment fees paid by participating institutions. In return for the State’s 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. Participation in I-Share represents a privilege with the expectation that each I-Share library will continue to develop its collections to provide primary support for its mission/curriculum. I-Share resource sharing is intended to supplement, not replace, the institution’s own collection and its ongoing development.

Participation in I-Share is available only to libraries that have joined CARLI as Governing Members. CARLI membership policies are outlined in the CARLI Bylaws². 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. 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.

I-Share was called “ILLINET Online” prior to 2005, and “LCS” (Library Computer System) prior to 1987. Participation in those programs was covered by the Agreement for ILCSO (Illinois Library Computer Systems Organization) Direct Participants, last revised and submitted for participants’ signatures in December 1995, and prior to that in 1987. As all versions of the ILCSO Agreements are superseded by this document, all participating I-Share institutions are required to sign this current Agreement.

¹ UI/CARLI Memorandum of Understanding, 2005: http://www.carli.illinois.edu/about/MOU-Jan05.pdf
² CARLI Bylaws: http://www.carli.illinois.edu/about/Bylaws.pdf
In consideration for participation in I-Share, the designated institution agrees to the following terms and conditions:

1. Participants will abide by the CARLI Bylaws, the *I-Share Library Resource Sharing Code* and the common I-Share policies, protocols, and best practices adopted by the I-Share participant libraries.

2. Participants will maintain compliance with the Illinois *Library Records Confidentiality Act* (75 ILCS 70/).

3. Participants will accept the provisions of contractual agreements made by the University of Illinois on behalf of participant libraries and will accept responsibility for the acts of their own employees related to these agreements.

4. Participants will refrain from the infringement or unauthorized use of library-licensed or consortially-licensed data or software products and the unauthorized disclosure of any proprietary or confidential information.

5. Participants will support reciprocity in resource sharing, and will refrain from implementing policy or operational changes that would significantly diminish I-Share resource sharing access to their circulating collections on a permanent basis.

6. Participants will provide the valid patrons of all I-Share libraries generous access and a minimum of barriers to their circulating collections through I-Share’s resource sharing program.

7. Participants will provide and maintain current patron data in I-Share in the format and manner specified by CARLI to support resource sharing, patron confidentiality, and identity data security.

8. Participants will 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.

9. Participants will provide and maintain local equipment and network service that is compliant with the technical requirements for I-Share connectivity and security; and in such appropriate measure as to adequately support the library’s volume of I-Share activity and its maintenance of timely data.

10. Participants will participate in the Illinois Library Delivery System (ILDS) to transport I-Share resource sharing materials and will process outgoing and incoming ILDS shipments promptly.

11. Participants will develop sufficient levels of I-Share expertise in the library’s staff, and will seek out and support staff participation in continuing education as needed to refresh and acquire new skills.

12. Participants will assist other Participant institutions in the recovery of materials provided through resource sharing. However, Participant institutions will not be held responsible for paying any charges or fees for damage or losses caused by their patrons. Participant institutions will also adhere to applicable laws and confidentiality policies in their billing procedures.

13. Participants will assume their local costs of I-Share implementation and participation, including network connectivity, desktop computers, barcode scanners, printers, labels
14. Participants will respond promptly and accurately to requests from CARLI’s system administrators for information needed to support and maintain I-Share.

15. Participants will assume and pay promptly when due any financial obligations arising from CARLI membership and participation in I-Share.

16. Participants will fully cover all costs (e.g., software, hardware, CARLI staff or other vendor staff time) of any one-time or ongoing export of the library’s data from I-Share to support projects being undertaken by the institution or an organization other than CARLI.

17. Participants will fully cover 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.

18. Participants will fully cover all costs of any project to divide and remove, or load and merge data to support an institutional split or merger.

19. Participants will provide one year’s advance notice 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.

20. Failure to comply with these terms and conditions may lead to the imposition of sanctions or fees specified by CARLI and/or other legal actions or fees arising from any relevant contractual obligations with vendors or service providers. Sanctions may include:

   a. Letter(s) of warning to the library and institution
   b. Suspension of access to I-Share resource sharing services
   c. Reduction or elimination of the library’s CARLI cost subsidy for I-Share
   d. Suspension of all local and consortial I-Share services

Acceptance of Agreement for I-Share Participant Institutions

As legally authorized representatives of the institution and for the library named below, we agree by signing this document that the institution 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: ____________________________

Signature ____________________________

Print Name ____________________________

Title ____________________________

Date ____________________________

Accepted By CARLI Representative: ____________________________

Signature ____________________________

Print Name ____________________________

Title ____________________________

Date ____________________________