

## **MEMORANDUM OF UNDERSTANDING**

Host Institution Agreement  
Between  
The Board of Trustees of the University of Illinois and  
CARLI: The Consortium of Academic and Research Libraries in Illinois

### **I. Introduction.**

- a) This memorandum of understanding and agreement is made by and between the Board of Trustees of the University of Illinois (hereafter known as the “Host Institution”) and CARLI (The Consortium of Academic and Research Libraries in Illinois, hereafter known as “the Consortium”), consisting of certain Illinois institutions and libraries defined herein.
- b) This Memorandum of Understanding and Host Institution Agreement describes the relationship between the Host Institution and the Consortium regarding operational support and specifies the services the Host Institution shall provide to the Consortium to meet its administrative, legal, financial, and programmatic requirements.
- c) The term of this agreement shall coincide with the fiscal year of the State of Illinois (July 1 through June 30). The agreement shall be continuous, renewing automatically each year, and will not terminate except upon advance written notice of not less than 365 days, as specified in Section 10 of this agreement. Specific services and functions are described herein but may be altered from time to time by amendment based on mutual consent as changing needs or requirements of either party may dictate.

### **II. The Consortium.**

- a) The Consortium is a voluntary and unincorporated association of primarily academic (publicly and privately funded institutions of higher education) and research libraries in Illinois. Its mission 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.
- b) The Consortium’s financial support may be derived from a combination of sources including but not limited to: member library contributions, state appropriations from the Illinois Board of Higher Education (IBHE), grants from the Illinois State Library, grants/contracts from state agencies or grants/contracts from federal agencies, gifts, grants/contracts from other external entities including funds awarded or provided by private or public foundations.

### **III. Functions of the Consortium.**

The functions of the Consortium include but are not limited to:

- a) Supporting interlibrary resource sharing services.
- b) Expanding and enhancing access to electronic information resources through group negotiation and purchasing arrangements.
- c) Supporting cooperative collection management, digitization, preservation, archiving and storage projects.

- d) Providing and supporting access to an integrated library management system for participating members.
- e) Supporting and sponsoring training and continuing education for member library staff.
- f) Facilitating and supporting professional and technical consulting services of interest to member libraries and/or acting as a referral or clearinghouse for same.
- g) Identifying and developing grant and other external funding opportunities.
- h) Evaluating new products and services, and undertaking new development projects for products and services that would benefit consortial members.
- i) Advancing the interests of the Consortium and its membership through effective marketing, public relations, and advocacy programs at local, state, regional and national levels.

#### **IV. Host Institution.**

- a) The University of Illinois will serve as the Host Institution, acting as the designated fiscal, contractual and administrative agent on behalf of the Consortium.
- b) The University of Illinois has established an office within the University Office for Planning and Budgeting to support the operations of the Consortium and the systems and services it provides. This administrative office shall be led by an Assistant Vice President and Executive Director, who shall report to the Associate Vice President for Planning and Budgeting.

#### **V. Host Institution Responsibilities to Consortium.**

The Host Institution shall provide the following support services to the Consortium:

- a) **Administrative Support:**
  - 1. Serve as business, contractual and fiscal agent on all matters relating to the receipt or expenditure of funds and on any contracts or licenses entered into on behalf of the Consortium.
  - 2. Acquire through purchase, license, or contractual means products and services on behalf of the Consortium. All such activities shall conform to the policies and procedures of the Host Institution and with applicable State of Illinois statutes, rules and purchasing requirements.
  - 3. Serve as a repository for all official consortial documents such as correspondence, business and financial records, licenses and contracts. Maintain a chart of all fund accounts and an inventory of all property, equipment, and assets held on behalf of the Consortium.
  - 4. Hold title and/or licenses, as applicable, to all commonly used and centrally-maintained equipment, software, subscriptions, databases and the like on behalf of the Consortium. The Host Institution shall hold title to all trademarks, service marks or other marks of the Consortium, including without limitation the mark "CARLI," and any associated goodwill and the Host Institution shall license the Consortium and members thereof to use such marks. In the event a participating member wishes to provide intellectual property owned by that member for use by the Consortium or one or more members wish to engage in an effort to develop new intellectual property for use by the Consortium, the terms and conditions of such use or development, including intellectual property rights of the respective

parties, will be set forth in a separate written agreement. Unless otherwise specified in an individual agreement, any rights accruing to the Consortium as the result of such agreements will be held by the Host Institution on behalf of the Consortium.

5. Provide legal advice and assistance as needed or requested in regard to financial, contractual or other matters. In the event that the Host Institution is required to incur legal expenses relating to representation by outside counsel (not employed within the Host Institution) or litigation, including outside attorney fees, such expenses will be paid from consortial funds.
6. Provide consortial access to agreements and contracts for goods and services.

b) **Budget and Funding Support:**

1. Act as fiscal agent for the Consortium, with responsibility for accepting, accounting and administering its funds, grants and contracts in accordance with applicable statutes, rules, policies and guidelines of the State of Illinois and the Host Institution.
2. Account for any and all funds available to support the Consortium and its activities and programs. Consortium funds will be maintained in designated accounts segregated by source, and used for approved purposes.
3. Maintain the consortial budget and provide appropriate accounting and internal controls.
4. Support all accounting and related services: payroll, purchasing, accounts receivable and payables, invoicing and billing processes, grants and contracts administration, inventory and property control.
5. Provide regular reports on the status of the budget to the Consortium's Board of Directors and its membership.

c) **Office Space and Services:**

1. Provide suitable office, meeting and training space for the Consortium.
2. Coordinate meetings and continuing education events on behalf of the Consortium.
3. Support consortial web sites and other electronic communication services such as e-mail discussion lists.

d) **Human Resources:**

1. All staff will be employees of the University of Illinois and subject to the statutory provisions, regulations, policies and guidelines, position classifications, standard benefits, and compensation standards applicable to the Host Institution.
2. The Host Institution will provide all human resource services such as payroll and benefits administration for all employees.
3. The Assistant Vice President and Executive Director of the Consortium office shall be hired, compensated and evaluated by the appropriate administrative officers of the Host Institution, with advice and recommendations from the Consortium's Board of Directors, according to the policies and procedures of the University of Illinois.

e) **Technical Support:**

1. Provide and maintain appropriate space, facilities and infrastructure for all Consortium computer and network equipment.
2. Provide problem-reporting and technical support services.
3. Monitor and maintain acceptable standards of system and network performance.
4. Provide and maintain telecommunications and central network services.
5. Provide and maintain backup and recovery systems for all consortially-operated services.

f) **Other:**

Provide other services under terms and conditions mutually agreed upon by the Host Institution and the Consortium's Board of Directors.

**VI. Host Institution Staff Responsibilities to the Consortium**

Subject to the established oversight, program assessment, and performance evaluation responsibilities of the Consortium's Board of Directors, the Assistant Vice President and Executive Director, under the direction of the Associate Vice President for Planning and Budgeting, is responsible for the ongoing operation and financial administration of all Consortium programs, systems and services and for the direction, supervision, and evaluation of all reporting Host Institution staff.

- a) Staff shall coordinate the procurement, installation, maintenance, upgrades and staff training for the hardware and software of the Consortium's integrated library management system and other services.
- b) Staff shall administer license agreements and other contracts of the Consortium. The Assistant Vice President and Executive Director shall serve as the primary contact for all licenses and contracts and for administration of same.
- c) Staff shall undertake and report progress on projects approved and prioritized by the Consortium's Board of Directors.
- d) Staff shall assist the Consortium's Board of Directors in the development and administration of an annual budget, annual work plan, and any equipment, facilities and space utilization plans.

**VII. Consortium Responsibilities to Host Institution**

The Consortium agrees to the following provisions and responsibilities concerning its relationship with the Host Institution:

- a) Set strategic direction and goals which will serve to guide the Host Institution staff in discharging responsibilities of the Consortium.
- b) Provide advice and recommendations from the Consortium's Board of Directors to the Host Institution, regarding the selection, hiring and performance evaluation of the Assistant Vice President and Executive Director, according to the policies and procedures of the University of Illinois.

- c) Develop, with the assistance of executive office staff, and approve an annual budget and provide continuing oversight of financial responsibilities for the Consortium.
- d) Allocate sufficient funds for all of its activities and programs and refrain from incurring any debts or making any contractual commitments that would create a liability or financial obligation for the Host Institution.
- e) Establish and systematically review all services, technical and performance standards, and fees or assessments of the Consortium.
- f) Provide policy advice relating to the technical and operational aspects of systems and services offered by the Consortium.
- g) Assure member compliance with Consortial membership requirements and obligations, including the timely discharge of financial responsibilities.
- h) Develop and maintain an effective representational governance and organizational structure including Bylaws, adequate policies and procedures, and a fairly representative election/selection process for a Board of Directors and officers.

### **VIII. Member Institutions and Responsibilities to Consortium and Host Institution**

Through a Membership Agreement signed by appropriate representatives of the Library and the Consortium, member libraries agree to the following responsibilities.

- a) To assume and pay promptly when due any financial obligations arising from membership and participation in services offered through the Consortium.
- b) To participate fully in resource sharing, including interlibrary loan.
- c) To provide ongoing representation at membership meetings and to maintain a current awareness of policy issues, system developments, and library responsibilities of the Organization. Member libraries are expected to participate in the activities of CARLI by providing staff representation and voluntary service to various committees, task forces, and forums sponsored by the Organization.
- d) To abide by the Bylaws and the common policies, protocols, rules and regulations adopted by CARLI.
- e) To provide and maintain at its expense, sufficient, current standard-compliant computer hardware, software and local institutional network links for access to consortial services.
- f) To employ and retain a sufficient number of staff to operate effectively and within all consortial standards for timely provision of service.
- g) To ensure library staff participation at all appropriate training and continuing education programs.
- h) To keep library staff up-to-date on all consortial policies, practices and systems that are applicable to their jobs.
- i) To be responsible for the acts or omissions of its officers or employees arising out of or in connection with the performance or obligations of this agreement.
- j) To be responsible for the infringement or unauthorized use of consortially licensed software products or unauthorized disclosure of proprietary confidential information.
- k) To be responsible for compliance with copyright, fair use provisions and shall assume responsibility for any loss, liability, or expense arising from violations of this obligation.

- l) To continue to invest in developing and maintaining the intellectual content of its collection appropriate to the mission of the institution.

#### **IX. Programmatic Assessment**

- a) Representatives of the Host Institution and the Consortium Board of Directors will conduct a periodic assessment of the operation and management of consortial systems and services to insure that the terms of this agreement are being fulfilled and that member needs are being met.
- b) This assessment will be conducted on a timetable that is mutually agreeable to the Board of Directors of the Consortium and Host Institution. In the event that an urgent problem arises, the resolution of which cannot be delayed until the next scheduled assessment, either the chair of the Board of Directors or the Assistant Vice President and Executive Director may request an immediate assessment meeting of the Board of Directors to discuss the problem and determine the solution to be taken.
- c) Assessment will include an evaluation of whether respective responsibilities are being carried out in a timely fashion and whether member needs for consultation, information sharing and communication are being met.
- d) In the event that an assessment results in a determination that there is a deficiency or problem that needs to be addressed, the assessment document will identify the mutually agreed upon remedy to be employed and the schedule for correcting the problem.

#### **X. Termination of this Memorandum of Understanding**

- a) This Memorandum of Understanding may be terminated by either party, for any reason, provided that the terminating party gives sufficient notice. "Sufficient notice" shall be construed as the interval of time required to arrange suitable alternate arrangements to support Consortium systems and services, and in no case shall be less than 365 days. If a member terminates its membership in the Consortium such termination shall not alter or end the hosting agreement, which shall remain in effect and continue until dissolution of the Consortium, or until either the Consortium or the University of Illinois terminates such agreement.
- b) Termination of this Memorandum of Understanding shall not materially hinder the future ability of the Consortium to provide the systems and services to which its membership is accustomed, nor shall it leave the Host Institution with fiscal/contractual liabilities from agreements it has entered into on behalf of the Consortium.
- c) Prior to any termination, the parties will resolve all issues relating to the transfer and assignment of contractual agreements then in effect, outstanding financial obligations incurred by the Host Institution on behalf of the Consortium, the disposition and transfer of unencumbered funds, equipment and other assets and other related financial and legal matters.

