

Orbis Cascade Alliance

Memorandum of Understanding

This understanding is made as of the date of last signature by and between The Evergreen State College, the Orbis Cascade Alliance (hereafter known as the "Alliance"), and the State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon (UO). The term of this agreement is from this date and will not terminate except upon written notice as per Sections 3 or 6.1.

1. Establishment

- 1.1. The Orbis Cascade Alliance is a consortium of publicly and privately funded institutions of higher education. The Alliance provides services and sponsors activities that aid collaboration among member institutions.
- 1.2. The functions of the Orbis Cascade Alliance include:
 - a. To provide access to a union catalog of library materials owned by member institutions.
 - b. To provide interlibrary circulation services that allow patrons to request materials from the collections of member institutions.
 - c. To enhance cooperative electronic and physical document delivery of library materials held by member institutions.
 - d. To support cooperative collection development activities by member institutions.
 - e. To support group negotiation for electronic resources and other products of interest to the membership.
 - f. To sponsor workshops, conferences, and other opportunities for professional development.
 - g. To support other activities at the discretion of the Orbis Cascade Alliance Council of library directors.

2. Governance

- 2.1. The Orbis Cascade Alliance is governed by the Orbis Cascade Alliance Council (hereafter known as "the Council"), a board composed of the library director of each member institution.
- 2.2. Each member institution shall have one vote on the Council.
- 2.3. The Council will elect an Executive Committee. Executive Committee responsibilities together with the term of service and obligations of each office shall be published in the Orbis Cascade Alliance Bylaws.
- 2.4. The Council shall
 - a. Develop and maintain bylaws governing Alliance activities and services.
 - b. Determine strategic priorities.
 - c. Approve Alliance budgets and expenditure plans.
 - d. Set policies for the Alliance and its relationship with member institutions.
 - e. Establish committees, task forces, and advisory groups as needed.
 - f. Recommend individuals for the position of Executive Director and provide evaluation comments annually to the UO.

3. Member Institutions

- 3.1. The basic unit of membership is the institution. Each institution is an independent member of the Orbis Cascade Alliance and all libraries within an institution are normally expected to participate in Alliance services and meet membership obligations.
- 3.2. Each member institution shall be responsible for purchasing and maintaining its own local catalog system hardware and software.
- 3.3. Each member institution shall provide, at its expense, all costs to link and ensure reliable network access from the institution's local catalog system to the Alliance union catalog.
- 3.4. Member institutions shall pay entry fees and annual membership fees established by the Council.
- 3.5. Each member institution shall contribute catalog records and participate in interlibrary circulation according to policies approved by the Council. Provision of the widest possible circulation services under these policies shall be a condition of membership.
- 3.6. Each member institution shall participate in physical document delivery services that support interlibrary circulation.
- 3.7. Each member institution shall contribute to the management of the Alliance by maintaining active participation in the Council and in additional groups established to maintain the union catalog and interlibrary circulation system. Participation in other groups is encouraged but optional.
- 3.8. The Council may unilaterally terminate membership only if the institution materially breaches its duties and such duties remain breached for 180 days after written notification by the Council.
- 3.9. Each member institution can, at its discretion, withdraw from membership in the Orbis Cascade Alliance. Such withdrawal will be effective upon 180 days written notice.
- 3.10. Each member institution shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the Alliance database(s). Member institutions agree they shall be solely responsible for any loss, liability or expense due to loading of copyrighted materials in the Alliance databases by the employees or agents of the member institution where such loading or subsequent use, viewing, printing, downloading or recopying is alleged to be infringing. To the extent allowed by Oregon law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, or, in the case of members that are part of the State of Washington, to the extent allowed by Washington law, member institutions agree to indemnify other members for the actions covered in this paragraph.. For member institutions which are part of the Oregon University System any indemnification of other System members shall be solely through allocation of loss experience as established by the Risk Management Division of the Department of Administrative Services.
- 3.11. At its discretion, the Council may establish service agreements or other contractual means for extending selected services to non-member libraries.

4. Data Rights and Obligations

- 4.1. Data obtained by the central site from each member institution are hereby contributed in perpetuity to the State of Oregon for use in achievement of Alliance goals, subject to any third-party rights or license restrictions attached to such data.
- 4.2. Data obtained by each member institution from the central system are hereby contributed in perpetuity to the member institution, subject to any third-party license restrictions attached to such data.
- 4.3. If a member institution ceases participation in the Alliance, the data submitted to the central system at that point shall be removed from the union catalog at the discretion of the Council. Database maintenance costs for removal of data shall be borne by the withdrawing member institution.

5. University of Oregon (UO) Responsibilities

The UO shall provide the Orbis Cascade Alliance with the following support services at cost to the Alliance on terms agreed to by the UO and the Council:

5.1. Administrative support

- a. Serve as business agent.
- b. Maintain budget and accounting activities on the University's financial information system.
- c. Serve as repository for documentation, correspondence, and other business records.
- d. Provide access to UO price agreements and contracts for goods and services.

5.2. Office space and services

- a. Provide suitable office space for Alliance staff.
- b. Provide standard mail services and access to contracts for private delivery services.

5.3. Human resources

- a. The Executive Director of the Orbis Cascade Alliance shall be recruited, compensated, and evaluated by the UO, with recommendations from the Council, according to policies and procedures of the UO.
- b. Classification and terms of appointment for Alliance staff shall be determined by the Executive Director in accordance with standard UO policies and procedures.
- c. The Executive Director and staff shall be UO employees, eligible for standard benefits available to UO employees.
- d. Provide payroll services for Alliance staff in accordance with their status as UO employees.

5.4. Technology

- a. Provide appropriate computer room space and reliable network capacity for Alliance computer systems.
- b. Provide microcomputer and staff file server support for Alliance staff.
- c. Provide telecommunications and network services (phone, fax, e-mail, data storage) for Alliance staff.

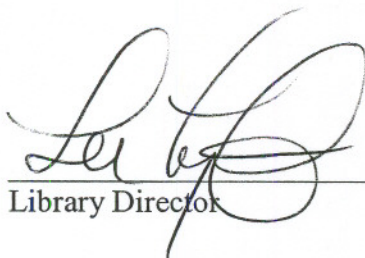
5.5. UO may provide other services under terms agreed upon by the UO and Orbis Cascade Alliance Council.

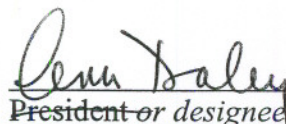
6. MISCELLANEOUS

- 6.1. If sufficient funds are not provided in the budget of a member institution to permit them, in the exercise of their reasonable administrative discretion, to continue this agreement, or if a member institution participating in this agreement is abolished, the member institution may terminate this agreement without liability by giving other member institutions not less than 30 days prior notice.
- 6.2. Except as otherwise limited by Oregon or Washington law or institutional policy, including Oregon Revised Statutes (ORS) 30.260 through 30.300, the Oregon Constitution, Article XI, Section 7, and Revised Code of Washington (RCW) 28B.20.250 through 28B.20.255, each party shall be responsible for its tortious act or omissions and those of its officers or employees arising out of, or in any way connected with the performance or obligations of each party under this agreement. Nothing in this agreement shall be interpreted to create obligations for the State of Oregon, the State Board of Higher Education, the institutions of the Oregon University System beyond those expressly established by this agreement. Further, through the assumption of responsibilities, the University of Oregon does not agree to enforce performance of any obligations assumed by other institutions of the Oregon University System. Neither may other Oregon University System institutions be required to fulfill the obligations the University of Oregon has agreed to assume.
- 6.3. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No amendment, consent, or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the agreement and to be bound by its terms and conditions.

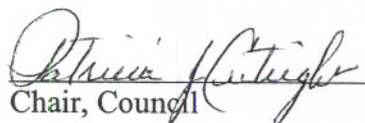
APPROVED:

FOR Member Institution

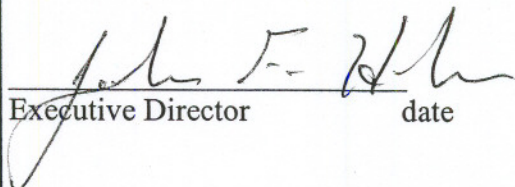

Library Director 14/04/2003
date

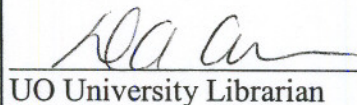

President or designee 7-23-03
date

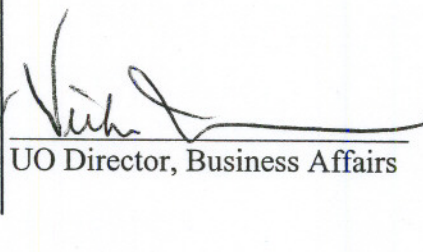
FOR Council


Chair, Council 7-11-03
date

**FOR The State of Oregon, Acting By
and Through the State Board of Higher
Education, on Behalf of the University
of Oregon**


Executive Director 7/9/03
date


UO University Librarian 7/8/03
date


UO Director, Business Affairs JUL 08 2003
date

**APPROVED AS TO
LEGAL SUFFICIENCY
AND ORS 1900**


Asst. Attorney General

Date 7/7/03
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