CARLI I-Share Participant Institution Agreement

Between

The Consortium of Academic and Research Libraries in Illinois and

[NAME OF PARTICIPANT INSTITUTION]

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

# Recitals

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

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

**Whereas**, Participant is currently a CARLI Governing Member; and

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

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

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

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

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

**II. Purpose, Funding and Structure of I-Share**

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

**III. Participant Qualifications and Requirements**

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

**IV. CARLI Responsibilities**

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

1. Provide and support a current suite of products to support library management and resource sharing.
2. Develop, maintain, and disseminate documentation and best practices necessary for the efficient operation of I-Share.
3. Maintain compliance with the federal *Family Educational Rights and Privacy Act* (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Illinois [*Library Records Confidentiality Act*](http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1004&ChapAct=75%C2%A0ILCS%C2%A070/&ChapterID=16&ChapterName=LIBRARIES&ActName=Library+Records+Confidentiality+Act.)  (75 ILCS 70/).
	1. CARLI will assume responsibility for the acts of its employees related to these acts, unless the employee acts in a grossly negligent manner or purposefully and knowingly violates the law, in which case the employee shall be responsible for his or her own acts.
4. Maintain the security and confidentiality of I-Share participants’ data hosted on CARLI systems from unauthorized use.
5. Release a library’s patron data, transaction/statistical data, and bibliographic data to a third-party vendor only if requested in writing by the Participant.
	1. With regard to the disclosure of any data under this provision, Participant accepts and is fully responsible for contracting with the third party vendor to ensure the legal and ethical handling of Participant’s data and that of its patrons. CARLI will not be a party to the contract between the Participant and the third party vendor.
6. CARLI will maintain a business continuity plan that outlines detailed policies for emergency operation and disaster recovery for I-Share and all systems operated by CARLI.

**V. Participant Responsibilities**

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

1. Abide and be bound by all relevant CARLI and I-Share governing and operational documents, including the CARLI *Bylaws,* the *ILLINET Interlibrary Loan Code[[2]](#footnote-2),* and the *I-Share Library Resource Sharing Code[[3]](#footnote-3)*. The three listed documents are all incorporated herein by reference; electronic copies of the documents may be obtained by visiting the website found in the associated footnote or paper copies of the documents are available upon request.
2. Abide by the common I-Share policies adopted[[4]](#footnote-4) by the CARLI Board.
3. Comply with the federal *Family Educational Rights and Privacy Act* (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), and the Illinois [*Library Records Confidentiality Act*](http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1004&ChapAct=75%C2%A0ILCS%C2%A070/&ChapterID=16&ChapterName=LIBRARIES&ActName=Library+Records+Confidentiality+Act.)  (75 ILCS 70/).
	1. Participants assume responsibility for the acts of its employees related to these acts, unless the employee acts in a grossly negligent manner or purposefully and knowingly violates the law, in which case the employee shall be responsible for his or her own acts.
4. Continue to develop its collections to provide primary support for its mission/curriculum.
5. Establish all necessary procedures and protocols to ensure the proper use, storage, and confidentiality of any I-Share data Participant retains on its own servers or for its own purposes beyond the day-to-day operation of the library management system, including personally identifiable information of Participant’s or other I-Share participant’s patrons. With regard to this data, Participant shall comply with all of its institutional rules regarding data security, Institutional Review Board approval, as well as all other federal, state and local laws that apply to such data.
	1. Participants will have access to their own library’s I-Share data and to any data or statistics generated in the library management software that is related to their library’s collection and patrons.
6. Abide by, accept and adopt the provisions of any I-Share-related contractual agreements made by the University of Illinois on behalf of participant libraries.
7. Refrain from the infringement or unauthorized use of any library-licensed or CARLI-licensed data or software products.
8. Refrain from the unauthorized disclosure of any proprietary or confidential information Participant may maintain relevant to the I-Share program or its own operational program.
9. Provide the valid patrons of all I-Share participant libraries generous access and a minimum of barriers to Participant’s circulating collections through I-Share’s resource sharing program.
10. Support reciprocity in resource sharing and refrain from implementing policy or operational changes that would significantly diminish I-Share resource sharing access to Participant’s circulating collections on a permanent basis.
11. Provide and maintain current patron data in I-Share in the format and manner specified by CARLI to support resource sharing, and to ensure patron confidentiality and identity data security.
12. Provide and maintain current bibliographic data in I-Share describing the library’s collection, holdings and item availability status in acceptable formats and quality standards as defined by CARLI's *Cooperative Cataloging Guidelines for I-Share Databases*,*[[5]](#footnote-5)* incorporated herein by reference.
13. Provide and maintain local equipment and network service that adequately supports the Participant library’s volume of I-Share activity and its maintenance of timely data.
14. Participate in the Illinois Library Delivery System (ILDS) to transport I-Share resource sharing materials, and process outgoing and incoming ILDS shipments promptly.
	1. CARLI will not be held responsible for damage to library and/or shipping materials.
15. Develop and maintain appropriate levels of I-Share expertise amongst Participant’s staff, and seek out and support staff participation in continuing education as needed to refresh and acquire new relevant skills.
16. Assist other institutions participating in the I-Share program in the recovery of materials provided through resource sharing. Participant institutions will also adhere to applicable laws and confidentiality policies in their billing procedures.
17. Respond promptly and accurately to requests from CARLI’s system administrators for information needed to support and maintain the I-Share program.
18. Assume and/or promptly pay all I-Share related costs or financial obligations attributed to Participant, including but not limited to, all of the following:
	1. Participants’ share of one-time and/or ongoing fees for the library management software
	2. 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;
	3. All costs (e.g., software, hardware, CARLI staff or other vendor staff time) of any one-time or ongoing export of Participant’s library’s data from I-Share to support projects being undertaken by the institution or an organization other than CARLI;
	4. All costs associated with sending their staff to I-Share training and continuing education events, as required and available;
	5. All local costs of I-Share implementation and participation, including network connectivity, desktop computers, barcode scanners, printers, labels, shipping materials, and other supplies;
	6. 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;
	7. All costs of any project to divide and remove, or load and merge data to support an institutional split or merger;
	8. All costs associated with terminating this Agreement, including removing Participant’s data from I-Share, if this Agreement is terminated in accordance with the Termination provisions found below.

**VI. Term**

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

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

1. Participants’ Optional Termination of Agreement.

Participant will provide one year’s advance notice, in writing, when opting to cease participation in I-Share, and will assume all costs (e.g., software, hardware, CARLI staff or other vendor staff time) of removing their data from I-Share as well as of ending their participation in the I-Share program.

1. Sanctions for Participant’s Material Breach of the Provisions of this Agreement.
	1. If, in the CARLI Board’s opinion, Participant has engaged in conduct that fails to comply with the terms, conditions, standards and responsibilities established by this Agreement or any other document or set of standards incorporated herein by reference, CARLI will provide notice to Participant of this failure. Participant will be provided with thirty (30) days to cure the failure (“Cure Period”).
	2. If Participant cures the failure to CARLI’s satisfaction by the end of the Cure Period, no adverse action will be taken.
	3. If the Participant does not cure the failure to CARLI’s satisfaction, the CARLI Board will determine the appropriate sanctions to take against Participant, which may include, but are not limited to:
		1. Letter(s) of warning to Participant;
		2. Imposition of additional fees against Participant;
		3. Suspension of Participant’s access to I-Share resource sharing services;
		4. Reduction or elimination of Participant’s CARLI cost subsidy for I-Share;
		5. Suspension or termination of all local and consortial I-Share services and Participant’s participation in this Agreement.
	4. If, in the CARLI Board’s opinion, Participant’s failure to comply with the terms, conditions, standards and responsibilities establish by this Agreement places the I-Share program at risk of being permanently harmed, it may temporarily suspend Participant’s access to and participation in I-Share during the Cure Period.
	5. Participant will be responsible for any costs or fees incurred CARLI when pursuing action to ensure Participant’s compliance with all relevant terms, conditions, standards and responsibilities as well as when imposing appropriate sanctions or fees, including, but not limited to, legal actions or fees CARLI may incur when imposing or ensuring Participant’s adherence to the sanctions.
	6. If Participant’s participation in I-Share is terminated pursuant to this section prior to the end of CARLI’s current fiscal year, Participant will be responsible for paying all dues, fees and other amounts that it would have been responsible for through the end of the fiscal year in which the Participant’s participation in the Agreement is ended.
2. Failure of Legislature to Appropriately Fund I-Share or Participant’s Budget to the point that it can no longer participate in I-Share.
	1. Each party acknowledges that continuation of I-Share is based, in part, on state funding.
	2. If, in its sole discretion, the CARLI Board determines that sufficient funds to continue I-Share operations have not been allocated to CARLI or its participating libraries, the CARLI Board may either suspend I-Share operations until adequate funding has been achieved or discontinue I-Share operations if it is determined that obtaining adequate funding to continue I-Share is, in the CARLI Board’s sole discretion, unlikely. CARLI will give as much advance notice regarding such decisions as possible. Suspension or Termination of I-Share operations under this section will not be deemed a breach or failure to comply with any of the terms, conditions, standards and responsibilities established by this Agreement.
	3. If Participant does not receive sufficient funds from the legislature to continue its participation in I-Share, it may end its participation by providing as much advance notice of its inability to continue its participation as possible. Participant’s termination of their involvement in I-Share under this section will not be deemed a breach or failure to comply with any of the terms, conditions, standards and responsibilities established by this Agreement.
3. Temporary Suspension of I-Share Participation (Excluding Allegations of Breach Described in Section 2 immediately above)
	1. 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.
	2. In cases where Participant’s access to and participation in I-Share has been temporarily suspended based on reasons other than Participant’s alleged breach of this Agreement, Participant’s access to and participation in I-Share will be returned once the issue leading to Participant’s temporary suspension has been resolved to CARLI’s satisfaction.

# VIII. Liability

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

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

**IX. General Provisions**

# 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.

1. **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.
2. **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.
3. **Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party’s authorized signatory.
4. **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.
5. **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.
6. **Non-Exclusivity.** This Agreement is non-exclusive. CARLI may offer similar opportunities to become members in the I-Share program to other Illinois institutions meeting the criteria set forth in this Agreement and any other documents incorporated herein by reference.
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. **Representation of Signatories**. The persons signing this Agreement as authorized signatories represent that they have the property authority to bind their respective party to this Agreement.
9. **Notices**. All notices and other correspondence contemplated or required by this Agreement shall be directed to the parties at the following addresses and shall be valid upon actual receipt:

 CARLI: Senior Director, CARLI

100 Trade Centre Drive, Suite 303

 Champaign, Illinois 61820-7233

 PARTICIPANT: [NAME], [POSITION]

 [COLLEGE/SCHOOL/DEPARTMENT]

 [ADDRESS]

 [CITY/STATE/ZIP]

[PHONE NUMBER]

[E-MAIL ADDRESS]

**X. Signatures**

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

Name of Institution:

**Accepted by Institutional Representative: Accepted By Library Representative:**

*Signature Signature*

*Print Name Print Name*

*Title Title*

*Date Date*

**Accepted by CARLI:**

*Signature*

*Print Name*

*Title*

*Date*

1. CARLI Bylaws: <http://www.carli.illinois.edu/sites/files/Bylaws.pdf> [↑](#footnote-ref-1)
2. ILLINET Interlibrary Loan Code, Revised in 2015: <https://www.cyberdriveillinois.com/publications/pdf_publications/lda130.pdf> [↑](#footnote-ref-2)
3. I-Share Resource Sharing Code, 2012: <http://www.carli.illinois.edu/products-services/i-share/circ/I-ShareResourceSharingCode> [↑](#footnote-ref-3)
4. I-Share Policies: <https://www.carli.illinois.edu/products-services/i-share/i-share-documentation> [↑](#footnote-ref-4)
5. 5 *Cooperative Cataloging Guidelines for I-Share Databases*, 2015: <http://www.carli.illinois.edu/products-services/i-share/cat/coop-cat-guidelines> [↑](#footnote-ref-5)