

Memorandum of Understanding

*Colorado Alliance of Research Libraries
The Alliance Shared Print Trust*

This Memorandum of Understanding (“MOU” is by and between _____ (“Library”) and the Colorado Alliance of Research Libraries (“The Alliance”), a Colorado non-profit corporation.

Preamble

The mission of The Alliance is to increase, enhance, and facilitate cooperation among libraries. The Alliance achieves its mission in the following four strategic areas.

- **Library Services**
Facilitate, develop, and improve library services to students, faculty, and the general public.
- **Library Resources**
Share, leverage, and expand library resources.
- **Access to Information**
Promote information creation, collection, access, preservation, storage, and distribution.
- **Collaboration**
Engage in cost-effective collaboration among participating libraries.

1. Purpose and Description

The Alliance Shared Print Trust¹ (aka “the Trust”) is a program of the Colorado Alliance of Research Libraries. The Trust is a distributed print repository in which participants agree to retain library materials in trust on behalf of the Alliance membership. The goal is to assist libraries in disclosing their long-term retention commitments so that strong collections are maintained for users in the region. The maintenance of strong regional collections assures discovery and quick access for library patrons, and shall help libraries make better decisions about what to withdraw or move into storage. The purpose of The Trust is to provide options for sharing the costs and effort of long-term retention of physical library materials.

This MOU provides a cooperative framework by which selected materials shall be retained and made available by certain Trust participants for the long term (see section 6.3), thereby allowing other Alliance members to consider withdrawing their copies of those items from their collections and to rely with confidence on access to and preservation of the copies retained in the Trust.

¹ “Trust” in this document refers to the confidence in and reliance on the participating libraries to retain library materials on behalf of the group. The term “trust” is not used in any financial or fiduciary context.

1.1. This MOU establishes a framework for opt-in initiatives termed Trust Projects (“Projects”), which could include, but are not limited to, print monographs and serials, microforms, and media. Government documents are being handled separately according to U.S. Government Publishing Office (“GPO”) requirements, although some elements of this agreement may be useful in that ongoing effort. For example, this agreement might be applied if the GPO requirements for discarding or consolidating materials change. As a general framework, this MOU depends on the following supporting documents which may be changed from time to time by action of the Alliance Member Council:

1.1.1 The “Last Copy Policies” define policies and procedures for the last remaining copies of items in The Alliance. These documents cover circulating monographs, serials, and other formats; and shall be established as needs and initiatives arise.

1.1.2 The “Disclosure Policy” defines policies and procedures for how decisions are recorded in bibliographic records and how they are shared with the broader community.

2. Effective Date

The Trust shall begin on July 1, 2015. This MOU shall become effective on July 1, 2015, or on the date of the last signature on this document, whichever is later.

3. Eligibility and Participation

3.1 All current and future Alliance “Member Institutions” are eligible to opt-in to become a “Trust Participant” in The Alliance Shared Print Trust by executing this MOU. However, Member Institutions are not required to become a Trust Participant, nor are Trust Participants required to participate in specific Projects.

3.2 A library that is not a member of the Alliance may only become a “Trust Participant” under the sponsorship of an existing Alliance Member Institution. In this case that non-Alliance Member must execute this MOU and provide an addendum signed by the Member Institution sponsoring its participation. Non-Alliance Trust Participants must agree to all terms and conditions of this MOU and all associated documents. The addendum to this MOU for the non-Alliance Member shall define any specific roles for the sponsoring Alliance Member as well as any special requirements for the non-Alliance Member Institution.

3.2 All Member Institutions of The Alliance, whether or not they choose to become Trust Participants, shall share in the benefit of relying on the continued availability of shared print titles that Trust Participants have agreed to retain on behalf of the members.

3.3 All Trust Participants are required to comply with Last Copy Policies and the Disclosure Policy.

3.4 Trust Participants are not required to participate in every Project but are required to honor the guidelines and procedures of those to which they opt-in.

4. Governance

4.1 The Alliance Board of Directors is the ultimate governing board for The Alliance Shared Print Trust and shall establish all policies along with financial and

- contractual decisions concerning the Trust as developed through Member Council and its appointed committees.
- 4.2 The Shared Collection Development Committee (“SCDC”) shall develop and manage Trust operations and Projects. The SCDC shall develop standards, guidelines and procedures for Projects, which must be approved by Member Council.
 - 4.3 The SCDC shall report to Member Council on Trust operations, and formulate related policies such as holdings disclosure, access and delivery, services, and possible steps towards integration of The Alliance Shared Print Trust into related regional and national programs. In cooperation with the Member Council, the SCDC may form subcommittees and/or Project task forces as needed to work on specific projects and functions related to the Trust.

5. The Trust Collection

- 5.1 The Trust Collection (“Collection”) is comprised of materials that Trust Participants have specifically identified, processed, and committed for retention for common use by Alliance Member Institutions. Items that do not circulate or Special Collections, which may be housed in a library’s rare books and archives department, are not included in the Trust.
- 5.2 Selection of specific genres, titles and numbers of copies of library materials to be included in the Collection shall be determined according to the Last Copy Policies and the guidelines and procedures for each Project.
- 5.3 In general, materials selected for inclusion in the Collection shall meet the following criteria:
 - 5.3.1 The Trust Participant, that is a retaining library, has checked the shelves to ensure the copy actually exists.
 - 5.3.2 The copy committed to retention is in reasonable condition, i.e.
 - 5.3.2.1 Is in good physical condition and can withstand normal use,
 - 5.3.2.2 Is not infected with mold or excessively marked with underlining or highlights, and
 - 5.3.2.3 Is complete (i.e. has been validated according to relevant Trust guidelines to ensure there are not missing parts). Completeness and validation requirements shall be determined by guidelines established for specific Projects.

6. Location, Ownership and Retention Commitment

- 6.1 Unless otherwise specified in the Last Copy Policies or in Project-specific guidelines and procedures, materials designated for the Trust shall remain with the institution that commits to retaining them either in the library or at associated storage facilities (on or off campus).
- 6.2 Trust Participants shall retain ownership of the materials they commit to the Trust. Trust Participants shall not sell, discard, donate, or otherwise relinquish ownership or control of any of their materials committed to the Trust. If a Trust Participant has determined that the last copy of library material should be withdrawn as it no longer meets the collection guidelines of that member or is not wanted for some other reason, it may be withdrawn from the collection and made

- available to another Trust Participant for purpose of retention on behalf of the membership.
- 6.3 Participants agree to join the Alliance Shared Print Trust and to retain materials they commit to the Trust for an initial period of 25 years starting from July 1, 2015. Member Council shall review this MOU every 5 years to ensure that policies are being followed and that this MOU is current and accurately reflects extant expectations, practice and standards. During each five-year review, Member Council shall determine if the 25-year commitment is still appropriate or should be changed. Materials added after each five-year review shall have a specific retention date established by Member Council. At each of these five-year junctures, Member Council may determine if this date applies to all materials in the Trust or only to new items to be added in the next five year cycle.
- 6.4 If for some reason a Trust Participant cannot retain an item that has been designated as a Trust item, the Trust Participant may withdraw the item and offer it to another Trust Participant according to the Last Copy Policies. Libraries have a long tradition of curating and withdrawing collections. One of the values of this Trust is that those materials shall continue to be available.

7. Withdrawal of Materials

- Alliance Member Institutions retain the right to withdraw from their own collections any materials they wish, but those who have opted to become Trust Participants agree:
- 7.1 When considering an item for withdrawal, library staff should determine if the copy² is the last one available³ in the consortium. If the copy is found to be unique, reasonable efforts should be made to preserve a copy. Based on the professional judgment of the owning library, if the item is in usable condition, it shall be retained by the library or offered to other Trust Participants for inclusion in the Trust through procedures approved by the Last Copy Policies.
- 7.2 If last copy candidates for withdrawal are not accepted by another Trust Participant, then withdrawal of the last copy item(s) may occur following guidelines developed for specific Trust projects.
- 7.3 Based on the professional judgment of the owning library, materials considered of no value may be withdrawn as needed. If such last copy items are withdrawn no replacement copy is required.

8. Collection Management and Use

- 8.1 Shared print materials held in trust for The Alliance shall be stored under conditions of care equal or better than for similar materials in the Trust Participant's circulating collections. Over time, the SCDC may provide guidelines (with Member Council approval) as needed concerning matters such as physical handling, marking, bibliographic identifiers, temperature and humidity, security, inventory of retention titles, and replacement in case of damaged, lost, or missing materials.

² Copy refers to a manifestation of a work that, given professional judgment, contains equivalent content.

³ Available means the material is accessible to other Alliance libraries.

- 8.2 To the extent possible while responsibly ensuring persistent, long-term access, loan policies for Trust materials shall be the same as for other circulating materials. At-risk materials may, in some cases, be accessible only within a facility.
- 8.3 Digitization may be done for rare or at risk materials, or for ADA compliance. The costs for this shall be borne by the owning library.

9. Costs/Financial Support

Each Trust Participant shall be responsible for all the costs and expenses associated with maintaining and preserving the materials it has agreed to retain in the Trust. This includes the costs of maintaining materials, updating bibliographic records, acquiring replacements, lending materials to other libraries, insurance and all other expenses associated with retaining a collection. Trust Participants that are withdrawing materials shall assume all costs associated with that activity including, but not limited to, adjusting local bibliographic holdings, pulling materials, and shipping materials to other Trust Participants. From time to time, Member Council and the Board may secure project funding through The Alliance or Member Institutions.

10. Disclosure

- 10.1 Based on the Disclosure Policy, Trust Participants shall take all reasonably necessary steps to disclose commitments of all Trust materials, and information about their accessibility to potential users through local catalogs, Prospector and national initiatives (where appropriate and reasonable). Retention decisions shall be recorded in bibliographic fields according to nationally accepted standards (e.g. MARC field 583).
- 10.2 Local implementation of these standards shall be in accordance with policies and procedures established by the SCDC along with appropriate technical service groups, and approved by the Alliance Member Council.
- 10.3 The Alliance shall record and track commitments to this MOU and specific projects which develop under its aegis.

11. Withdrawal of a Trust Participant from this MOU

In extreme circumstances a Trust Participant may withdraw entirely from the Trust and from provisions of this MOU by providing written notice, with reasons, to Member Council at least twelve (12) months prior to the withdrawal date. Withdrawal must be for grave reasons beyond the member's control, such as disaster, financial exigencies, or an institutional collapse. In the event of withdrawal, Member Council shall make all reasonable efforts to balance the interests of The Alliance with those of the withdrawing Trust Participant without sacrificing the goal of long-term retention. Member Council shall work with the library withdrawing from the Trust to determine the impacts on the Trust collection including impacts on access and the disposition of materials by that library. The terms of the withdrawal, including access to and disposition of materials, shall be recorded in a formal separation agreement.

12. Amendment and Review of MOU

Member Council shall review this MOU approximately every five years, or as needed, in light of significant changes in the landscape of library preservation and access. All

amendments to the body of this MOU must be in writing and executed by all Participants. If alterations to this MOU are required for only one site, they must be approved and documented by action of Member Council so that all are aware of the changes for that institution. Changes made to the Disclosure Policy, Last Copy Policies and other associated documents may be made by action of Member Council, as needed, and do not require a re-execution of this MOU.

13. Liability

The Alliance is not responsible for injuries or damages sustained from any act or omission of their respective employees or agents arising from the performance of their duties and obligations under this Agreement, unless the act is willful or wanton. Trust Participants are not responsible for injuries or damages sustained from any act or omission of their respective employees or agents arising from the performance of their duties and obligations under this Agreement, unless the act is willful or wanton. Trust Participants shall not be liable to The Alliance or other Trust Participants for any consequential, indirect, special, incidental, or accidental damages as a result of shipping materials from one site to another. In addition, the accidental withdrawal or damage to last copies owned by a Trust Participant shall have no punitive consequences for that member. Once materials have been added to a local collection as a result of the program, the new owning library shall apply its own local rules for collection curation and management. However, best efforts shall be made by each Trust Participant to follow all of the commitments, rules and procedures for participating in the Alliance Shared Print Trust.

14. Dissolution of The Alliance

In the event of the dissolution of the Colorado Alliance of Research Libraries, Participants may construct a new multilateral agreement as a successor to this MOU meeting the needs of the interested participants, and that new agreement shall be executed in writing.

By signature below, the following official representatives acknowledge having read and understood this MOU, and agree to be bound by its terms and conditions.

This MOU may be executed in parts, by each individual Alliance library.

APPROVED:

Library Name

Institutional Representative

Title

Date

Executive Director, Colorado Alliance of Research Libraries

Date

Appendix A: Selected Glossary

At Risk Materials – Library materials may be deemed “at risk” for several reasons including if they are rarely held at a national level, are fragile or deemed to be difficult to obtain for any reason.

Center for Research Libraries (CRL) – A non-profit library organization in Chicago which has a collection of rare and unusual materials which may be discovered and lent to member libraries. It also maintains a registry of shared print programs and other initiatives.

Colorado Alliance of Research Libraries (The Alliance) – A non-profit (501c3) consortium of research libraries which focuses on collaborative programs to benefit the members and their patrons. It was incorporated in 1981 and includes academic, public and special libraries.

Disclosure Policy – This policy defines procedures and guidelines for how decisions are recorded in bibliographic records and how they are shared with the broader community.

Last Copy Policies – Policies which define procedures and guidelines for disposing of and retaining materials for last remaining copies of items in the Shared Print Trust. Specific last copy policies will be developed for circulating monographs and serials and others can be developed as needed which will fit within the broad framework defined by the MOU.

MARC – Machine Readable Cataloging (MARC) is one national metadata standard for describing library materials.

Member Council – The library deans/directors (or their designees) of the Colorado Alliance of Research Libraries. They are responsible for all library related activities in the consortium under the general policies established by the Board of Directors.

Print Archives Preservation Registry (PAPR) – A registry maintained by the Center for Research Libraries (CRL) which lists many of the shared print and preservation programs of many research libraries in North America.

OCLC – A non-profit national library organization based in Dublin, OH which offers a suite of services such as shared cataloging, interlibrary loan, a cloud-based integrated library system and other services.

Prospector – A shared union catalog of the holdings of member libraries of the Alliance and other selected libraries in the region. This catalog supports both discovery and patron-initiated requesting of materials from any participating library.

Retention Commitment – The period of time designated by the Alliance Shared Print Trust for which a library agrees to keep a physical item.

Shared Collection Development Committee (SCDC) – A committee of the Colorado Alliance of Research Libraries which reports to Member Council. Its focus is on matters related to collaborative collection development programs, shared licensing of electronic resources and providing guidance on the Alliance Shared Print Trust.

Shared Print Trust – A cooperative program whereby a group of libraries agree to retain printed materials (or any physical objects) for a pre-agreed-upon period of time so that others in the group may make informed decisions on what to keep, put in storage or weed.

Trust - “Trust” in this document refers to the confidence in and reliance on the participating libraries to retain library materials on behalf of the group. The term "trust" is not used in any financial or fiduciary context.

Trust Participant – Refers to a participating library that assumes long-term responsibilities for print retention on behalf of the consortium. Materials may be stored in a library building, storage facility or other secure location and made available to their user community as well as others in the program.

Trust Projects - Specific initiatives or programs designated by participating libraries which will follow the terms and conditions designated in the MOU. Examples include circulating monographs, serials, microforms and other genre specific areas. Some of the Trust Projects may have their own published guidelines and procedures while others may refer to existing guidelines.

Withdrawal (Weeding) – Part of good management of any library is for periodic removal (or weeding) of unwanted or unneeded materials. In a Shared Print Trust program this activity allows for greater coordination of this activity in a region to ensure that materials remain accessible somewhere in the region. Withdrawal candidates are removed from a local collection and, through this program, may be added to another library to retain the item, as their own, for the long term.