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Memorandum of Understanding

**ORBIS CASCADE ALLIANCE
DISTRIBUTED PRINT REPOSITORY PROJECT
MEMBER LIBRARY AGREEMENT**

This Member Library Agreement (this "Agreement") is entered into this _____ day of _____ (the "Effective Date"), between the Orbis Cascade Alliance, a not-for-profit corporation ("**The Alliance**"), and _____, a _____ not-for-profit corporation ("Member Library").

RECITALS

A. The Alliance is an organization whose members are all libraries. Among other projects, the Alliance has embarked upon a distributed print repository project (the "Project") pursuant to which it will arrange for certain of its members to store and archive, on behalf of the Alliance, various academic journals and other research materials so that copies of such materials can be retained and preserved for the future.

B. Member Library is a member of the Alliance. Member Library currently owns the research materials listed on Exhibit A, "The Titles of Record Holdings," for which it is known as a Library of Record. Member Library also currently owns the research materials listed on Exhibit B, "The Completing Titles Holdings, Not Transferred." The Alliance has caused to be delivered to Member Library the research materials listed on Exhibit C, "The Transferred Materials." The materials listed on Exhibits A, B, and C may be amended, from time to time, with the mutual agreement of the Alliance and Member Library. The titles listed in Exhibit A, B, and C together comprise "The Materials."

C. Member Library is willing to maintain and store the Materials for the benefit of the Alliance on the terms and conditions contained in this Agreement.

AGREEMENT

The parties agree as follows:

1. Storage Obligations of Member Library. Member Library agrees to maintain and store the Materials during the Term (as defined in Section 7 below) in accordance with the terms and provisions of this Agreement.

1.1. Original Form. Member Library shall maintain all of the Materials in their original, artifactual form whenever possible. If necessary because of damage to or loss of the original of any of the Materials, a hard copy facsimile may be used to fill in gaps.

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1.2. Facility. Member Library shall maintain all of the Materials in a facility located at _____ (the "Facility"), under the conditions indicated below (**check all that apply**):

- ☐ closed stacks with staff paging
- ☐ stored in a physically separate location
- ☐ anti-theft devices, such as tattle tape or radio control devices, are applied
- ☐ locked in a vault
- ☐ other (**specify**): _____

1.3. Cost. Member Library shall be responsible for all of the costs and expenses associated with maintaining and preserving the Materials in accordance with the terms and conditions of this Agreement.

1.4. Registry Record. Member Library shall take all steps reasonably necessary to cause all of the Materials, and information about its accessibility to potential users, to be registered in its local catalog and Summit.

2. Environmental Conditions. Member Library shall cause the Materials to be stored in the Facility in open or closed stacks in the best environmental conditions the Member Library can reasonably offer.

3. Maintenance and Physical Handling

3.1. Review of Materials. Member Library acknowledges that the transferring library will have performed a validation of the Transferred Materials prior to the time that they are delivered to Member Library and that the transferring library will have certified that all such Transferred Materials are complete and in good condition.

3.2. Physical Handling. Member Library agrees that physical handling of the Materials will be limited to in-library use in the Member Library.

3.3. Repairs and Restorations. Member Library shall perform such repairs and/or restorations to the Materials as are possible and necessary to maintain the integrity of the original artifacts.

3.4. Damage or Loss. Member Library shall notify the Alliance promptly upon its becoming aware of any irreparable damage, deterioration or loss to any of the Materials.

3.5. Replacement Copies. Member Library shall use reasonable efforts to obtain, either independently or in cooperation with the Alliance, replacement copies of any of the Materials as necessary in the case of

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damage or loss to such Materials. Original artifactual copies are always preferred, but facsimiles are acceptable when necessary.

3.6. Physical Markings and Bibliographic Identifiers.

3.6.1. Transferred Material. As soon as possible after the Member Library first obtains possession of the Materials, it shall eradicate, remove, or cover over markings of previous owners (e.g., bookplates, ownership stamps, call numbers, and barcodes) in a way that reduces confusion about ownership and that does not damage the Materials.

3.6.2. Bookplate. All Materials shall bear a Distributed Print Repository bookplate to be supplied by the Alliance.

4. Access and Use

4.1. Access to Originals. The Materials may be made available for on-site use or on-site photocopying according to Member Library's applicable policies. The Materials will not circulate outside the library.

4.2. Access to Reproductions. Requests for photocopies/electronic delivery of any of the Material will be filled in accordance with the applicable policies of Member Library.

5. Ownership. Member Library acknowledges and agrees that:

(a) Upon transfer to the Member Library, Transferred Materials shall become property of the Member Library.

(b) Member Library shall retain ownership and title to the Materials. Member Library shall not sell, discard, donate, or otherwise relinquish ownership or control of any of the Materials except to transfer Completing Titles Holdings to the appropriate Alliance Library of Record as agreed upon by Member Library and the Library of Record.

6. Future Restrictions. When and if the Alliance notifies Member Library that the originals of any of the Materials merit greater restrictions, the Alliance and Member Library agree to negotiate in good faith what such restrictions shall be, including, but not limited to, restrictions to access and use, environmental conditions, and maintenance and handling.

7. Term. This Agreement shall be for a term of twenty-five (25) years (the "Initial Term"), commencing on the Effective Date, subject to earlier termination as provided in this Agreement. Following the Initial Term, this Agreement shall automatically renew for additional twenty-five (25) year periods ("Renewal

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Terms") unless either party provides written notice to the other party at least one (1) year prior to the conclusion of the then-current Term, as defined below. For the purposes of this Agreement, "Term" shall be deemed to include the Initial Term and any Renewal Term(s).

7.1. Termination by Agreement. This Agreement may be terminated in whole, or as to any specific title comprising the Materials, at any time with the mutual agreement of Member Library and The Alliance.

7.2. Effect of Termination. If a Member Library withdraws from the Alliance or can no longer maintain the archive, a good faith effort will be made to place the Materials in another Member Library.

8. Amendment. This Agreement may be amended in whole or in part at any time by mutual agreement of the Alliance and Member Library.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

ORBIS CASCADE ALLIANCE

By: John F. Helmer

Its Executive Director

By: _____

Its _____

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APPENDIX: Recommended Environmental Conditions

1. Climate Control. The portions of the Facility where the Materials are stored should contain a climate-controlled environment with the following minimum standards:

(a) The temperature should not exceed 70° F with maximum fluctuations of $\pm 2^\circ$ F within any twenty-four hour period and $\pm 3^\circ$ F within any month; and

(b) The relative humidity should not exceed 50% with maximum fluctuations of 3% within any twenty-four hour period and 3% within any month.

2. Ultra Violet Radiation. The Materials should be stored in an area in the Facility where they will not be exposed to harmful ultra violet radiation (300 nm – 450 nm) from direct and/or indirect sunlight from windows or skylights, or from artificial light sources.

3. Air Filtration. The portions of the Facility where the Materials are stored should be clean and well-ventilated. The air filtration mechanisms for such portions of the Facility should operate such that:

(a) A level of air filtration of 60% for user areas, or 90% for retrieval only areas is maintained in order to minimize particulates accumulating on the Materials;

(b) The levels of gaseous contaminants such as sulfur dioxide, nitrogen dioxide and ozone reach a maximum of 5 – 10 parts per billion by volume.

