

Orbis Courier Service

Membership Program

Orbis negotiates and oversees a contract for daily courier service to participating libraries, including handling business and financial transactions with the contractor and monitoring service. Orbis facilitates member participation by convening meetings and using e-mail and other methods to solicit ideas and opinions about courier service. Orbis provides supporting information to Members, such as service updates and program guidelines. To further the goals of the program, Members will provide statistical and other information as necessary.

Fees:

1. Membership fee. Annual fee to cover costs of administering the program.
2. Program fee. Annual cost of providing daily courier service.

The Orbis library courier service program is managed by the Orbis library consortium. The University of Oregon serves as Fiscal and Business Agent for the consortium.

Libraries participate in the program by becoming a Member, signing a membership agreement ("Interagency Agreement"), and paying Membership and program fees.

Inter-Library Agreement

This agreement, entered into between the State of Oregon acting by and through the State Board of Higher Education on Behalf of the University of Oregon (Orbis library consortium), hereafter referred to as Orbis, and Columbia Gorge Community College, hereafter referred to as Member, will become effective upon execution by both parties, and remain in full force and effect until the end of the Membership period, unless either party provides thirty days written notice requesting termination upon the other party. The Agreement covers Orbis and Member responsibilities arising from the Orbis library courier service program.

1. Orbis will to the best of its ability execute all activities as described in the Membership Program.
2. Member will to the best of its ability comply with the terms of the Membership Program.
3. Member will pay Orbis in full within 30 days of receipt of Membership invoice, unless other payment arrangements are agreed to by both parties.

Except as otherwise limited by Oregon law, ORS 30.260 to 30.300, and the Oregon Constitution, Article XI, Section 7, each party shall be responsible for its tortious acts and those of its officers or employees arising out of, or in any way connected with the activities of each party under this agreement.

MERGER CLAUSE. 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 TO BE BOUND BY ITS TERMS AND CONDITIONS.

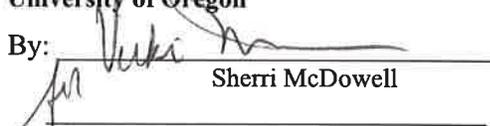
This agreement shall become effective on the date of the last signature.

Member: Columbia Gorge Community College

By: 
(name)
(title)

Date: 8-30-99

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

By: 
Sherri McDowell
Director of Business Affairs and Contract Officer

Date: 9-7-99