

Sage Library System

Memorandum of Understanding

Dated 3/2/04

Approved 3/16/04 by Pioneer User Council

Revised 11/20/2012 by Sage User Council

This understanding is made as of the date of last signature by and between Eastern Oregon University (University) and (Member institution) regarding (Member institution)'s membership in the Sage Library System (hereafter known as the "System"). The term of this Agreement is from this date and will not terminate except upon written notice as per Section 4.9. No amendment or modification to the Agreement shall be effective unless it is in writing and signed by two-thirds of the member institutions.

1. Intent

- 1.1. The University will own the System, in accordance with its obligations as a member of the Oregon University System [OUS] group, except for peripheral devices housed in individual participating libraries.
- 1.2. The University staff will maintain the System hardware.
- 1.3. Allocation of ongoing costs is shared among member institutions as ratified by the Sage User Council (Council).
- 1.4. Contents of this Agreement comprise the general contract among the member institutions with specifics of implementation being reserved to the System Bylaws.

2. Establishment

- 2.1. The System is a consortium of publicly and privately funded institutions. The System provides services and sponsors activities that aid collaboration among member institutions.
- 2.2. The functions of the System include:
 - a) To provide access to a catalog of library materials owned by member institutions.
 - b) To provide interlibrary loan services that allow patrons to request materials from the collections of circulating member institutions.
 - c) To enhance delivery of library materials held by member institutions.
 - d) To sponsor workshops, conferences, and other opportunities for professional development.
 - e) To support other activities at the discretion of the Council.

3. Governance

- 3.1. The System is governed by the Council, as specified by the System Bylaws.
- 3.2. The Council shall
 - a) Develop and maintain bylaws governing System activities and services.
 - b) Determine strategic priorities.
 - c) Approve System budgets and expenditure plans.
 - d) Set policies for the System and its relationship with member institutions.
 - e) Establish committees, task forces, and advisory groups as needed.
 - f) Recommend individuals for the position of System Manager and provide evaluation comments annually to the University.

4. Member Institutions

- 4.1. The basic unit of membership is the institution. Each institution is an independent member of the System and is expected to participate in System services and meet membership obligations.
- 4.2. Each member institution shall provide, at its expense, all costs to link and ensure reliable network access from their organization to the System catalog.
- 4.3. Peripheral devices and hardware are owned and maintained by each individual member.
- 4.4. Member institutions shall pay entry fees and annual membership fees established by the Council and calculated for individual member institutions in respect to services rendered.
- 4.5. 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.
- 4.6. Each member institution shall participate in delivery services that support interlibrary loan services.
- 4.7. Each member institution shall contribute to the management of the System by maintaining active participation in the Council and in additional groups and committees established to maintain the catalog and interlibrary loan services.
- 4.8. The Council may unilaterally terminate membership only if the member institution

materially breaches its duties and such duties remain breached for 90 days after written notification by the Council.

- 4.9. Each member institution may, at its discretion, withdraw from membership in the Sage Library System. Notification of intent to withdraw must be received by the Council prior to the end of the calendar year. Withdrawal will become effective at the start of the next fiscal year.
- 4.10. 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 System database(s). Member institutions agree they shall be solely responsible for any loss, liability or expense due to loading of copyrighted materials in the System databases by the employees or agents of the member 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, member institutions agree to indemnify other member institutions for the actions covered in this paragraph.
- 4.11. At its discretion, the Council may establish service agreements or other contractual means for extending selected services to non-member institutions.

5. ***Data Rights and Obligations***

- 5.1. Data obtained by the University from each member institution are hereby contributed in perpetuity to the State of Oregon for use in achievement of System goals, subject to any third-party rights or license restrictions attached to such data.
- 5.2. Data obtained by each member institution from the University are hereby contributed in perpetuity to the member institution, subject to any third-party license restrictions attached to such data.
- 5.3. If a member institution ceases participation in the System, the data submitted to the University at that point shall be removed from the catalog at the discretion of the Council.

6. ***Eastern Oregon University (University) Responsibilities***

The University shall provide the System with the following support services at cost to the System on terms agreed to by the University and the Council:

- 6.1. Administrative support
 - a) Serve as fiscal 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 University price agreements and contracts for goods and services.

6.2. Office space and services

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

6.3. Human resources

- a) System staff shall be recruited and evaluated by the University, with recommendations from the Council, according to policies and procedures of the University.
- b) Classification and terms of appointment for System staff shall be determined by the University, upon Council recommendation, in accordance with standard University policies and procedures.
- c) The System staff shall be University employees, eligible for standard benefits available to University employees.
- d) Provide payroll services for System staff in accordance with their status as University employees.

6.4. Technology

- a) Provide appropriate computer room space and reliable network capacity for System servers.
- b) Provide office computers and support for Sage staff
- c) Provide telecommunications and network services (phone, fax, e-mail, data storage) for System staff.

6.5. University may provide other services under terms agreed upon by the University and Council.

7. *Miscellaneous*

- 7.1. Except as otherwise limited by Oregon law or institutional policy, including Oregon Revised Statutes (ORS) 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, 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, or member institutions beyond those expressly established by this Agreement. Further, through the assumption of responsibilities, the University does not agree to enforce performance of any obligations assumed by other institutions of the Oregon University System or member institutions. Neither may other Oregon University System institutions be required to fulfill the obligations Eastern Oregon University has agreed to assume.

7.2. 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.

7.3. This Agreement will be reviewed annually by the Council.

8. *Decisions and Disputes*


8.1. The resolution of any and all other disputes between all member institutions severally or a member institution and the University arising out of the Agreement shall first be attempted by the Council and duly-appointed representatives of the member institution and the University, who shall attempt to negotiate a solution.

8.2. Any unresolved controversy between parties specific in 8.1. or any controversy between the University and the Council as a body respecting the interpretation or application of terms of this Agreement shall be submitted to arbitration, with each party selecting one arbitrator each and the two arbitrators so selected, appointing a third to form a panel. Evidence and arguments shall be submitted to the panel of three arbitrators in accordance with the then-existing rules of the American Arbitration Association, and the final decision of the majority of the panel shall be binding upon the parties and the award so rendered may be entered in any Court having jurisdiction thereof. Oregon Law shall apply in the interpretation, enforcement, and resolution of all disputes under this Agreement.

8.3. Any controversy between a single member institution and the Council shall be resolved according to the Rules, Procedures and Bylaws of the Council.

Approval for the Sage MOU dated 11/20/2012

Member Institution: Columbia Gorge Community College Library


Library Director

11/30/12
Date


Authorized Representative
Sage User Council

11.30.2012
Date

Chair

Date

***The State Of Oregon, Acting By and Through the State Board of higher
Education, on Behalf of Eastern Oregon University***

University Library Director

Date

Vice President of Business and Finance

Date