

MOBIUS CONSORTIUM PARTICIPATION AGREEMENT

1. Term of the Agreement.

This Agreement, for participation in a statewide academic libraries consortium, is made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI on behalf of MOBIUS (hereinafter referred to as MOBIUS) and _____ on behalf of _____ (hereinafter referred to as Consortium Member Representative) as a representative of a MOBIUS Member. The term of this agreement shall commence on July 1, 200_ and continue through June 30, 200_; provided, however that the agreement shall be automatically renewed for additional one-year terms commencing on July 1, 200_.

2. Conditions for Participation

The purpose of this participation agreement is to secure access to electronic databases for all of the consortium participants. If the individual Consortium Member Representative agrees, this agreement will allow MOBIUS to obtain the needed licenses for the electronic databases on behalf of all the consortium members efficiently and potentially on a more cost-effective basis. To that end, the Consortium Member Representative and MOBIUS agree to the following conditions:

- A. The Consortium Member Representative and MOBIUS agree to comply with all conditions and requirements as set forth in the MOBIUS Memorandum of Understanding and the MOBIUS Bylaws. The consortium member representative acknowledges receipt of a copy of the MOBIUS Memorandum of Understanding and the MOBIUS Bylaws.
- B. MOBIUS will sign license agreements to obtain access to electronic databases on behalf of consortium members after approval by the MOBIUS Council.
- C. The Consortium Member Representative is entitled to the rights, responsibilities and privileges as set forth in the license agreements for the electronic databases.
- D. The Consortium Member Representative agrees and represents that MOBIUS has the authority to enter into the license agreement for the electronic databases and the Consortium Member Representative accepts and agrees to the terms and conditions of the license agreement.

- E. The Consortium Member Representative agrees to pay its portion of the license fees as determined by the MOBIUS Council.
- F. In no event shall MOBIUS or the consortium members become liable for any indirect, consequential, special, exemplary, or incidental damage of whatever kind and however cause, including, but not limited to time, money or goodwill, arising out of the services provided by this agreement.
- G. The Consortium Member Representative agrees to be responsible for, to defend MOBIUS from and against any claim or liability resulting from, due to, or arising out of the Consortium Member's connection to or use of the electronic databases obtained on its behalf by MOBIUS.

3. **Signatures**

Consortium Member Representative

Signer's Name

Signature/Date

Title

**The Curators of the University
of Missouri**

Signer's Name

Signature/Date

Title
