Memorandum of Understanding

This document represents authoritative and binding obligations, expectations, and regulations on the part of all parties participating in the MOBIUS Consortium. Bylaws of the consortium exist separately to clarify and illustrate details included in the Memorandum. It is acknowledged by all parties that the terms of the Memorandum are the ultimate authority in any question relating to the governance or functioning of the consortium, and in no event may bylaws be created which violate, supersede, or compromise the terms of the Memorandum.

1.0 Statement of Purpose:

1.1 MOBIUS is a consortium of accredited Missouri institutions of higher education and the Missouri State Library. Other libraries may be granted special membership or services within the consortium as defined within the MOBIUS Bylaws.

1.2 The goal of MOBIUS is two-fold: First, to provide students and faculty at Missouri's academic institutions with the broadest array of information resources in an easy, timely, and seamless manner regardless of the geographic locations of the patron or resources. Second, to provide and administer programs and activities, including but not limited to computer hardware, system software, access services, training and staff necessary to support these programs and activities. Although the MOBIUS goal is aimed directly at academic institutions, its vision is such that membership and activities may broaden over time.

1.3 All consortium members shall subscribe to the objectives and functions of MOBIUS as noted below:

1.3.1 To allow users access to the combined information resources of consortium member institutions.

1.3.2 To allow online direct patron borrowing of library resources among MOBIUS member institutions.

1.3.3 To facilitate cooperative electronic and physical document delivery of materials held by MOBIUS member institutions.

1.3.4 To provide access to electronic databases to member institutions, their users, and other libraries through joint licensing.

1.3.5 To enable cooperative collection development activities by MOBIUS member institutions.

1.4 Each member institution shall utilize integrated library software and necessary hardware to fulfill the goal of the consortium.

1.5 The Coordinating Board for Higher Education, the host institution(s), or another state agency serves as a sponsoring agency of the MOBIUS consortium for purposes of receiving state appropriations.

1.6 Signatories to this document agree to form and support MOBIUS as described in this Memorandum of Understanding and to abide by its bylaws.

2.0 Governance

2.1 College and university members are generally defined as public and not-for-profit independent institutions of higher education accredited (or advanced to candidacy status) by the Higher Learning Commission of the North Central Association of Colleges and Schools. An institution with more than one campus is considered a single member if all campuses are accredited by the Higher Learning Commission as part of a single institution. An institution with more than one campus having accreditation for each campus may elect to have a membership for each campus.

2.2 Other institutions of higher learning accredited by one of the accrediting agencies acknowledged by the U.S. Department of Education may be considered for membership. Specific requirements for membership are detailed in the MOBIUS Bylaws.

2.3 Other libraries that contain more than one physical location and are granted special membership within MOBIUS are considered a single member of the consortium.

2.4 The consortium is governed by the MOBIUS Council hereafter known as the Council. Representatives, who shall normally be library administrators, are designated by the institutions' Chief Executive Officers. The Council shall have the responsibility to approve and amend MOBIUS Bylaws and the Memorandum of Understanding. It shall receive and approve long range plans prepared at the direction of the MOBIUS Executive Committee.

2.5 Each member institution shall have one vote on the Council. Special members or institutions purchasing specific services from MOBIUS shall have limited voting rights as specified within the MOBIUS Bylaws.

2.6 The Council will elect an Executive Committee that shall have operational oversight of MOBIUS. The Officers of the Executive Committee and their terms of services and obligations for office are defined within the MOBIUS Bylaws. These responsibilities shall include but not be limited to the following:

2.6.1 The Executive Committee shall select an executive director to administer MOBIUS. The Executive Committee shall conduct an annual performance evaluation of the Executive Director.

2.6.2 The Executive Committee shall approve policies and procedures for the operation of MOBIUS. It shall review and approve the annual MOBIUS budget.

2.6.3 The Executive Committee shall approve the selection and employment of one or more host institutions to provide such services as it may determine to be necessary to operate MOBIUS programs for the use of MOBIUS member institutions. The Executive Committee may secure a variety of services and facilities from the host institution as described in the Host Institution Agreement.

2.6.4 The Executive Committee shall establish advisory groups, task forces, or committees as needed.

2.6.5 The Executive Committee shall request that the Executive Director prepare an annual report of MOBIUS operations as well as the information and estimates required for an annual operating budget to be approved by the Executive Committee.

2.6.6 The Executive Committee shall approve membership dues and fees.

3.0 Host Institution Designation and Responsibilities

The Executive Committee shall designate one or more institutions to assist in the operation of the MOBIUS Consortium system and its programs. Host institution services may include but are not limited to: operation of a data center including facilities and technical staffing; provision of user support services for training; and resolution of hardware and software operational issues. A host institution may also serve as the legal, fiscal, purchasing, payroll and staff benefits agent for MOBIUS. Other functions, duties, and responsibilities of the host institution(s) are specified within the Host Institution Agreement.

4.0 MOBIUS Executive Director and Staff Responsibilities

4.1 The Executive Director is responsible for the operation of MOBIUS programs with sufficient staff to provide all services.

4.2 MOBIUS staff shall coordinate the procurement, installation, maintenance and future enhancements of, and training for system hardware and software in connection with the Common Library Platform.

4.3 MOBIUS staff shall facilitate electronic and physical document delivery services for the consortium.

4.4 MOBIUS staff shall administer license agreements, cluster/host agreements, and other types of agreements as designated by the Executive Committee.

4.5 MOBIUS staff shall maintain appropriate relations with the Missouri State Library, the Coordinating Board for Higher Education, MOREnet, and other agencies and consortia.

4.6 MOBIUS staff shall undertake various projects as directed by the Executive Committee.

4.7 MOBIUS staff shall develop and administer an annual budget and work plan with the review and approval of the Executive Committee.

5.0 Member Institution Responsibilities

5.1 Each member institution provides at its expense those resources not covered by MOBIUS to install, operate and maintain system hardware and software.

5.2 Internet connectivity from each member institution to the MOREnet backbone is the ultimate responsibility of the member institution. Public

institutions shall normally use the connection provided by MOREnet between their institution and the backbone for this purpose.

5.3 Each member institution provides to the consortium its bibliographic, authority, holdings, and patron records for inclusion in the Common Library Platform in a timely manner.

5.4 Each member institution shall maintain bibliographic, authority, holdings, and patron records to agreed upon consortium standards.

5.5 Each member shall participate in online direct patron borrowing by authorized patrons as defined in the MOBIUS Bylaws.

5.6 Each member institution shall participate in electronic and physical document delivery services as defined in the MOBIUS Bylaws.

5.7 Each member shall meet its financial obligations to the consortium as a condition of continued membership as specified in the MOBIUS Bylaws.

5.8 Each member institution shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to placing or introducing any information, text, graphics, or data into the MOBIUS system.

6.0 Admission, Termination, Withdrawal, or Cluster Composition

6.1 At the recommendation of the Executive Committee, the Council shall approve all applications for membership from eligible institutions. Questions regarding eligibility for membership shall be referred to the Executive Committee for resolution.

6.2 At the recommendation of the Executive Committee, the Council may terminate an institution's membership if that member materially breaches its duties and obligations.

6.3 Any member institution can, at its discretion, withdraw from the consortium. Such withdrawal requires advance written notice of 365 days. A shorter period for withdrawal may be negotiated in the event an institution declares financial exigency.

6.4 A withdrawing or terminated member is not entitled to a refund of any dues or payments.

6.5 Any current member wishing to operate its own server must continue to provide financial support to MOBIUS at its current level or at a sum approved by the Executive Committee.

6.6 At the recommendation of the Executive Committee, the Council may approve a reconfiguration of cluster composition at any time it is deemed necessary. When such reconfigurations are authorized or mandated by the Council, the costs incurred will be the responsibility of the MOBIUS Consortium.

6.7 Any expenses incurred by admission, termination, withdrawal, or an institution's request for independent cluster status shall be borne by the institution as determined by the Executive Committee.

7.0 Data Rights and Obligations

7.1 Data contributed to the consortium by each member institution is hereby contributed in perpetuity for use in achievement of MOBIUS's goals, subject to any third party license restrictions attached to such data.

7.2 If a member institution ceases participation in MOBIUS, its data submitted to the consortium may be removed from the MOBIUS system at the discretion of the Executive Committee. Each member has a right to a copy of its data, but the cost to obtain a copy is the responsibility for the withdrawing member institution.

7.3 Any data which discloses or which could be used to disclose the identity of a library user are confidential regardless of the source of the inquiry and shall be exempt from public inspection and copying provided for in RSMo 182.817. Employees of member institutions shall have access to such records to provide for the orderly operation of the consortium activities; however, except as provided for below, such records shall not be made available to any other individual or agency.

If an outside individual or agency makes an inquiry for personally identifiable data in form or such process, order, or subpoena provided for in the law, the library of origin for the library user record shall take the lead in dealing with the inquiry. Authority to release information as to the existence or content of such library records rests with each member institution, which may or may not grant access to it. Upon receipt of such process, order or subpoena, and before disclosure of any personally identifiable record occurs, the library administrator of the member institution shall notify the president or official representative of his/her respective institution.

8.0 Miscellaneous

8.1 Except as otherwise limited by Missouri law, each party shall be responsible for its acts 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.

8.2 No amendment, consent or waiver of terms of this Memorandum of Understanding shall be binding unless made in writing and signed by the Chief Executive Officer of the participating institution. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given.

8.3 The MOBIUS Bylaws are based upon the Memorandum of Understanding and are intended to clarify and illustrate certain details of points in the Memorandum. In no event may bylaws be created which violate, superseded, or compromise the terms of the Memorandum of Understanding.

8.4 All meetings of the MOBIUS Consortium, the MOBIUS Executive Committee, and any committees authorized to serve the interest of the MOBIUS

Consortium shall meet under the provisions of the Missouri open meetings laws.

8.5 This memorandum constitutes the entire agreement. By signature below, the authorized representative acknowledges having read and understood the agreement and agrees to be bound by its terms and conditions.

Accepted by:	Accepted by:
_____	_____
Chief Executive Officer	on behalf of MOBIUS Consortium
_____	
Institution	
_____	_____
Date	Date

Original MOU signed on _____

DRAFT 11-26-07