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HELIN Agreement for Integrated Library and Information Services, Amended 3 February 2012

HELIN Consortium. Board of Directors

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Higher Education Library Information Network

AGREEMENT FOR INTEGRATED LIBRARY AND INFORMATION SERVICES

The Higher Education Library Information Network, (HELIN) Inc. (hereinafter referred to as HELIN), a consortium consisting of full and affiliate members: of Libraries/Learning and Resource Centers agree as follows:

Mission.

HELIN's mission is to further the educational goals of its member institutions by providing shared library systems and collaboratively-developed collections and services that allow each member library to better meet the needs of its various constituencies. HELIN members agree to allow reciprocal borrowing among full and affiliate member libraries, and to share costs of the system and services according to agreed upon formulas.

Governance.

HELIN and the HELIN consortium is governed by a Board of Directors in accordance with the HELIN Policy Governance Manual dated 2/19/2010 and the HELIN Bylaws dated 2/19/2010 and as such may be subsequently amended.

Rights and Responsibilities of Participation.

- Members shall agree to the HELIN Bylaws and adhere to the HELIN Policy Governance Manual;
- Members shall agree to reciprocal borrowing among respective member libraries;
- Members shall agree to the use of bibliographic records developed in compliance with national standards;

- Members shall adhere to bibliographic and other applicable standards established by HELIN;
- Members shall agree to the payment of designated fees.

Maintenance of Effort.

Each HELIN member agrees to maintain library acquisitions at levels appropriate for the size, scope and mission of the institution. Resource sharing and borrowing reciprocity are adjunct to, not substitutions for, collection development in individual libraries.

Contracts.

HELIN serves as the contracting agent in its relationship with the vendor(s) providing an integrated library system (ILS). HELIN may negotiate with other libraries, consortia, vendors for library services, businesses, and persons for HELIN Consortium services.

Use of Host Computer for the ILS.

HELIN will jointly develop the use of an ILS and will act in the capacity of a conduit for this purpose. HELIN does not warrant and guarantee the ILS system and shall not be liable to a member for any damages resulting from the malfunction of said system.

Services to be Performed by URI on Behalf of HELIN.

URI on behalf of HELIN will host HELIN Central Office Staff, and the ILS hardware and software.

Equipment and Telecommunications.

Each institution agrees to purchase and maintain all necessary equipment including right of access to software and dedicated communication lines connecting the said equipment to the ILS. The equipment shall be the sole property of each institution purchasing it.

Access to Data.

HELIN and its members agree that full and free access shall be permitted among members to the information stored in the system relating to the bibliographic descriptions of library materials of the participating libraries, and relating to the holdings, availability and circulation status of such library materials. HELIN and its members each agree to maintain the confidentiality of the information stored in the ILS relating to users of the libraries.

Shared Costs.

The cost of HELIN Central Office staff, consultants, or special services to conduct HELIN activities, the maintenance of shared host hardware and software, and shared purchases shall be apportioned based upon written formulas agreed to by HELIN and its members.

New HELIN Members.

HELIN may invite additional libraries to join the HELIN consortium in accordance with the terms of this Agreement. New members shall pay a one-time non-refundable membership fee, determined by HELIN. New members may be admitted as either full or affiliate members, in accordance with the HELIN Bylaws.

Additional Libraries and/or Consortia.

HELIN may negotiate with non-member libraries and/or consortia to allow access to the bibliographic records of the HELIN ILS system, on such terms as HELIN and such other libraries and/or consortia shall agree upon, provided that the participation of such other libraries shall not unreasonably interfere in the use of the ILS by HELIN members.

Term.

The term of this Agreement shall commence as of the signing of this Agreement and shall continue unless terminated by a member upon six (6) months written notice to

HELIN, at which time this Agreement, as to the specific member, shall terminate but shall otherwise remain in effect for all remaining HELIN members. Costs incurred by such termination that are associated with work to be performed by the HELIN Central Office, such as deleting bibliographic or patron records from the Integrated Library System, shall be borne by the departing member. Upon commencement of this Agreement, the prior "Agreement for Integrated Library and Information Services" dated [insert date] and entered into among HELIN and its members shall be deemed to be terminated and no longer in effect.

Compliance with State Laws Governing Libraries.

HELIN and its members will comply with the respective law(s) governing library records and patron privacy and with the HELIN policy on confidentiality of records.

Authorization.

The persons executing this agreement are duly authorized by the governing bodies of the institutions represented to execute this Agreement on behalf of said institutions, and that, upon signing, this agreement shall be a valid and binding agreement of the institutions represented.

Amendment.

This Agreement may be amended at any time by a two-thirds vote of the HELIN Board of Directors. Notice and proposed changes or amendments must be provided in advance, in writing, to each member at least fourteen (14) days in advance of the scheduled vote.

IN WITNESS WHEREOF, the parties hereto	have affixed their hands this 3d day of
	nave anixed their riands this day of
February , 2012.	
FULL MEMBERS:	
David Maslyn	Ruth Sullivan
Dean, University Libraries University of Rhode Island	Dean of the Learning Resources Community College of Rhode Island
Hedi BenAicha Director of the Library	Peter V. Deekle Dean of University Library Services
James P. Adams Library	Roger Williams University
Rhode Island College	
D. Russell Bailey Library Director Providence College	Dr. Rosita Hopper Dean, University Libraries Johnson & Wales University
Kathleen Boyd Director of Library Services McKillop Library	Mary Moroney Director of Library Services Douglas and Judith Krupp Library
Salve Regina University	Bryant University
Harriette Hemmasi Joukowsky Family University Librarian Brown University	Susan V. Wawrzaszek Associate Vice President for Library and Information Services Wheaton College