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HELIN Agreement for Integrated Library and Information Services, Amended 23 July 2008

HELIN Consortium. Board of Directors

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AGREEMENT FOR INTEGRATED LIBRARY AND INFORMATION SERVICES

The Higher Education Library Information Network (HELIN) Inc. (hereinafter referred to as HELIN), a consortium consisting of the Libraries/Learning Resource Centers of the University of Rhode Island, Rhode Island College, the Community College of Rhode Island, Roger Williams University, Providence College, Johnson & Wales University, Salve Regina University, Bryant College, Brown University, Wheaton College, the Dominican House of Studies, Washington, D.C., and thirteen Rhode Island Hospitals, including the Department of Health agrees as follows:

1. **Mission.** HELIN's mission is to further the educational goals of its member institutions by providing shared state-of-the-art library systems and collaboratively-developed collections and services. The provision of such systems, collections and services allows each member library to offer services tailored to meet the needs of its various constituencies.

HELIN members agree to allow reciprocal borrowing among respective primary user groups, and to share costs of the system and services according to agreed upon formulas.

2. **Rights and Responsibilities of Participation.** Each HELIN member shall agree to share resources through:

- Reciprocal borrowing among respective primary user groups;
- Use of full bibliographic records which shall be OCLC derived MARC records;
- Costs shared according to agreed upon formulas;
- Shall comply with the HELIN Bylaws;

3. **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.

4. **Contracts.** HELIN serves as the contracting agent in its relationship with the vendor providing an integrated library system (ILS). HELIN may negotiate with other libraries, consortia, businesses, and persons for HELIN Consortium services. HELIN may also negotiate contracts for reciprocal access to data bases that may be subject to copyright law.

5. **Use of Host Computer for the ILS.** HELIN will jointly develop the use of ILS modules and will act in the capacity of a conduit for this purpose and 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.
6. **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.
7. **Services to be Performed by Roger Williams University on Behalf of HELIN.** Roger Williams University on behalf of HELIN will provide payroll and annual benefits management for the consortium's employees, in accordance with a Consortium Personnel Agreement.
8. **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.
9. **Access to Data.** HELIN and any future participating libraries 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 any future participating libraries each agree to maintain the confidentiality of the information stored in the ILS relating to users of the libraries.
10. **Supplies.** Each institution shall purchase at its sole expense all necessary supplies.
11. **Other Expenses.** Each institution shall be responsible for the costs of electric power, heat, light, ventilation, air conditioning, or other environmental control on its premises.
12. **Shared Costs.** The cost of special personnel to conduct HELIN activities, the maintenance of shared host hardware and software, and shared future purchases shall be apportioned based upon agreed formulas. Future purchases that deal with quantifiable records may be negotiated.

13. **New HELIN Members.** HELIN may invite additional libraries to join the Consortium in accordance with the terms of the Agreement. New members shall pay a one-time non-refundable membership fee, determined by HELIN to cover a share of the expenses already incurred. New members may be admitted as either full or affiliate members, in accordance with the Bylaws.
14. **Additional Libraries and/or Consortia.** HELIN may negotiate with additional libraries and/or consortia to have access to the bibliographic records of the ILS 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.
15. **Term.** The term of this agreement shall commence as of the signing of this agreement and shall continue unless terminated by a member upon ninety (90) days' written notice to HELIN. Costs incurred by such termination shall be borne by the departing member.
16. **Limitation of Liability.** HELIN members shall adhere to bibliographic and other applicable standards established by HELIN. Members shall have no liability to others for the accuracy or adequacy of the data files entered into, stored, or maintained by the ILS. The parties shall have no responsibility or liability to the others for the reliability or performance of the equipment or telecommunications procured by each institution. Each party shall maintain in effect the ILS maintenance agreements as set forth in Paragraph 10 and shall perform their respective obligations as set forth in this Agreement.
17. **Compliance with State Laws Governing Libraries.**
HELIN members will comply with the respective law(s) governing library records and patron privacy and with HELIN policies on confidentiality of records.
18. **Amendment.** This Agreement may be amended at any time by a two-thirds vote of the members. 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.

19. **Authorization.** The persons executing this agreement are duly authorized by the governing bodies of the entities represented to execute this agreement on behalf of said entities, and that, upon signing, this agreement shall be a valid and binding agreement of the entities represented.
20. **Reasonable Cooperation.** Each party shall provide reasonable cooperation to the other in effecting the intention of the parties to share in the use of the ILS as contemplated by this agreement, including the provision of reasonable access to the ILS and/or other vendor representatives for the purpose of installing or maintaining the facilities referred to herein.
21. **Governance.** A Board of Directors will govern all policy and financial matters concerning HELIN, which committee shall consist of one representative from each full-member participating institution with each representative having one vote. Each institution's member of the Board shall be the Dean or Director responsible for library services. Said member is vested with full and complete authority to vote and take any other action which he or she may deem appropriate at any meeting of said committee which action or vote shall be fully binding upon said institution except as herein provided. The Board of Directors may appoint committees and task forces to undertake specified activities.

The president, vice-president, treasurer and secretary of the Board of Directors shall be chosen by the Board for biannual, renewable terms. Notice of the time and place of Board of Directors meetings shall be given in writing by the president. A minimum of four meetings should be held annually. Meetings are held in accordance with the Bylaws.

Revised on July 23, 2008

IN WITNESS WHEREOF, the parties hereto have affixed their hands this 23d day of July, 2008.

FULL MEMBERS:

David Maslyn
Dean, University Libraries
University of Rhode Island

Ruth Sullivan
Dean of the Learning Resources Center
Community College of Rhode Island

Hedi BenAicha
Director of the Library
James P. Adams Library
Rhode Island College

Peter V. Deekle
Dean of University Library Services
Roger Williams University

D. Russell Bailey
Library Director
Providence College

Rosita Hopper
Dean, University Libraries
Johnson & Wales University

Kathleen Boyd
Director of Library Services
McKillop Library
Salve Regina University

Mary Moroney
Director of Library Services
Douglas and Judith Krupp Library
Bryant University

Harriette Hemmasi
Joukowsky Family University Librarian
Brown University

Terrance Metz
Associate Vice President for Library and
Information Services
Wheaton College

AFFLIATE MEMBERS:

Butler Hospital

Dominican House of Studies

Eleanor Slater Hospital

Kent Hospital

Landmark Medical Center

Lifespan

Memorial Hospital of Rhode Island

Naval Ambulatory Care Center

Newport Hospital

Roger Williams Medical Center

South County Hospital

St. Joseph Health Services of RI

VA Medical Center