

Memorandum of Understanding (MOU)
Concerning the FLorida Academic REpository (FLARE)
[FINAL – Modified 4/3/2013]

This Memorandum of Understanding (“MOU”) is by and between the University of Florida Board of Trustees (“UF”) and _____. The goal as set forth in this MOU is to provide new options for sharing the costs and effort of long term retention of low use library materials. The MOU provides a mechanism by which the materials designated under this agreement will be retained and made available as long as the need for them exists, thereby allowing participants to consider withdrawing duplicates of these items from their campus collections and to rely with confidence on access to the retained copies.

The collective name for materials designated in this MOU shall be the **FLorida Academic REpository (FLARE)**. The FLARE will be carefully inventoried and housed in an environmentally controlled and secure leased space known as the Interim Library Facility (ILF) or other suitable space located in Gainesville and operated by the George A. Smathers Libraries at the University of Florida (UF) until the planned High Density Facility (HDF) is available for occupancy. Policies for the operation of the FLARE are available at <http://csul.net/node/774>. The parties to this MOU agree to these policies.

1. PARTICIPATION

- a. The Participating Libraries in the FLARE are all of the libraries at each signatory institution and the Otto G. Richter and Affiliated Libraries of the University of Miami, which have executed a separate MOU.
- b. The Designated Representative of a Participating Libraries shall be the Dean or Director of that Participating Library. A list of the Participating Libraries and their Designated Representatives may be found on the website of the Statewide Storage Task Force (SSTF), which is currently at <http://csul.net/node/774>.
- c. When this MOU indicates that approval of the Participating Libraries is required, it shall mean the approval of a two-thirds (2/3) majority of the Designated Representatives of the signatory institutions.
- d. With the approval of the Participating Libraries, additional academic libraries may participate in the FLARE by agreeing to the terms of this MOU and the policies for the operation of the FLARE. Such agreement shall be memorialized when the new participant becomes signatory to this MOU.

2. GOVERNANCE

- a. The Statewide Storage Task Force (SSTF), charged and in operation since 2008, will continue to serve as a policy drafting body.
- b. All policies drafted by the SSTF are subject to approval by the Designated Representatives of the Participating Libraries. This process may include an intermediate review by the relevant CSUL committees.
- c. The Interim Library Facility will be leased and managed by UF. The FLARE collection will be managed by UF on behalf of the Participating Libraries as set forth in this MOU.

3. ANNUAL ASSESSMENT

a. Operational costs for the FLARE will be borne by the Participating Libraries via an annual assessment payable to UF on behalf of FLARE.

b. Until FLARE transitions fully to the HDF or other funding is secured, one half of the operational costs will be allocated to the University of Florida and non-SUS Participating Libraries. The remainder will be allocated to the other SUS Participant Libraries.

c. The annual assessment of operating costs to the SUS Participant Libraries, excluding UF, will be apportioned based on weights applied to the most current student FTE reported by the United States National Center for Education Statistics based on the Integrated Postsecondary Education Data System (IPEDS). Lower and Upper Division undergraduate students, Graduate I (Masters' Degree) and Graduate II (PhD. and Professional Program) FTE's will be assigned weights as follows:

<u>Level</u>	<u>Weight</u>
Lower Division	1
Upper Division	3
Graduate I	5
Graduate II	7

d. This formula may be changed or alternative funding models established with the approval of the Participating Libraries, in consultation with the SSTF and in concurrence with UF.

e. Budget review and approval, and the annual assessment calculations, will occur at least three months in advance of the beginning of the applicable fiscal year. Payment shall be made within 60 calendar days of the beginning of the applicable fiscal year.

f. UF will provide members with financial data on a recurring basis and respond to requests for information to support its budget preparation. Current budget and expenditure reports will be posted and additional information will be provided to any participating library upon request.

4. OWNERSHIP OF DEPOSITED MATERIALS

a. Ownership of deposited materials is irrevocably transferred to UF on behalf of the FLARE. Deposited materials are considered permanent transfers and become part of the FLARE collection.

b. All risk of transfer of the materials from the originating library rests with the originating library until receipt by UF on behalf of the FLARE. The originating library acknowledges that it has title to the transferred materials and is authorized to transfer title to the FLARE.

5. SELECTION OF MATERIALS FOR THE FLARE

a. The FLARE may contain print materials, such as monographs, journals, maps and photographs, as well as microforms, manuscript and archival materials, and video and audio recordings.

b. Each Participating Library selects the materials it contributes to the FLARE, provided such materials comply with this MOU and the related policies.

c. Titles and holdings information about FLARE materials shall be made freely and easily available via the online public access catalogs of the SUS libraries, including the union catalog

managed by the Florida Virtual Campus, as well as by entry in OCLC.

6. DUPLICATE MATERIALS

a. Only one copy of a periodical, serial, edition of a monograph or title as a microform will be accepted into the FLARE, unless an exception is recommended by the SSTF and approved by the Participating Libraries.

7. ACCESS TO MATERIALS IN THE FLARE

a. Requests for FLARE materials may be made via the CSUL Unmediated Borrowing (UBorrow) system or traditional Interlibrary Loan (ILL). UBorrow shall be the preferred mechanism for requesting loans.

b. FLARE items may be loaned to any Participating Library and that library has responsibility for the item from the time it leaves the Interim Library Facility until it has been returned to and received by the Interim Library Facility. If damage or loss occurs, the Participating Library shall provide compensation or replacement, in accordance with established FLARE policies and the discretion of UF as the manager of the collection on behalf of the Participating Libraries.

c. A limited-access on site reading room will be available by appointment to allow for consultation of large quantities of FLARE materials. Notice of at least one business day is required to allow retrieval of requested material.

d. Recommended policies for ILL to Libraries that are not Participating Libraries will be developed by the SSTF. It is expected that these policies will support common ILL practices, but may restrict borrowing of bound journals and other parts of the FLARE collection to Participating Libraries.

8. WITHDRAWAL OF MATERIALS FROM THE FLARE

a. It is the intention of the Participating Libraries that FLARE serve as a permanent collection.

b. In the long term, as other regional and national storage partners are identified, the possibility exists that materials may be withdrawn from the FLARE that are duplicated by these other consortial facilities with whom the Participating Libraries through the FLARE establish a formal agreement. The Participating Libraries shall approve withdrawals in these or any other circumstances.

9. REVISIONS

a. This MOU may be revised by two-thirds (2/3) of the Participating Libraries in consultation with the SSTF and with the concurrence of UF.

10. TERM; TRANSITION TO THE HIGH DENSITY FACILITY

a. The FLARE collection at the Interim Library Facility is the initial step toward construction of the High Density Facility (HDF). The HDF was authorized by the Board of Governors of the State University System (SUS) in response to the request of the SUS institutions and will benefit all of the SUS Libraries. The FLARE collection will transition to the HDF upon its availability for occupancy and all SUS Libraries will continue as Participating Libraries in the FLARE and the HDF.

b. Non-SUS Participating Libraries wishing to terminate involvement in FLARE and this agreement must provide written notice to the UF Designated Representative at least 6 months prior to the beginning of the next fiscal year. Any such termination shall be effective only if the

institution has fulfilled all of its obligations under this MOU as of the effective date of termination. Ownership of materials deposited into the FLARE will survive termination per Sections 4.a and 4.b. Continued access to the collection and related metadata will survive termination and be governed by Sections 5.c and 7.d or by a separate agreement with UF on behalf of the Participating Libraries.

11. NOTICE

Any notice, approval, consent or waiver given pursuant to this MOU shall be in writing and delivered personally (effective upon receipt by the addressee as evidenced by a receipt signed by or on behalf of the addressee) by a recognized commercial expedited delivery service (effective upon receipt by the addressee as evidenced by the records of the delivery service), facsimile transmission (effective upon receipt as evidenced by the receipt of the transmitting facsimile), or via email (effective upon receipt as evidenced by the addressee's email server or acknowledgement).

To the:

[Insert name of entity;
Provide name, address, email, and fax.]

University of Florida
George A. Smathers Libraries
P.O. Box 10711
Gainesville, Florida, 32611-7001
Attn: Dean of University Libraries
Telephone: . 352-273-2505
Fax: .352-392-7251
E-Mail: jcrussell@ufl.edu

With copy to:

[Insert if desired]

Office of the Vice President and General
Counsel
123 Tigert Hall
P. O. Box 113125
Gainesville, FL 32611
Attn: Vice President and General Counsel
Fax: 352-392-387
E-Mail: jkeith@ufl.edu

12. MISCELLANEOUS

a. This MOU shall be governed by and construed in accordance with the laws of the State of Florida exclusive of its conflict of laws provisions.

b. The Participating Libraries release UF and the FLARE for any liability with regard to possession, use or loan of the materials.

[Name of Institution]

University of Florida Board of Trustees

By: _____

By: Joseph Glover

Its: _____

Its: Provost and Senior Vice President
for Academic Affairs

Date: _____

Date: _____

Acknowledged:

Dean or Director, Libraries

Acknowledged:

Dean or Director, Libraries