

Georgia Library Public Information Network for Electronic Services The PINES' Membership Agreement

I. Purpose

This Membership Agreement outlines the initial agreements that form the basis for a library system's (the "Library System") membership in Georgia Library Public Information Network for Electronic Services (PINES).

II. Mission

The purpose of the Georgia Library Public Information Network for Electronic Services is to provide the State's citizens with free and reliable access to Georgia public library collections and information through an Internet-based multi-system union catalog.

III. Membership

While individual library systems retain autonomy over their own operations, participation in PINES requires collaboration in developing certain common policies and shared decision making. Membership in PINES represents the expectation of active and continuing participation by each member library system. As a consideration for acceptance and continuation of membership in PINES, the designated Library System agrees to abide by the following terms and conditions:

- (1) Accept and follow the Bylaws of PINES.
- (2) Successfully implement and meet the Goals of PINES.
- (3) Abide by the PINES Code of Ethics.
- (4) Accept and comply with the provisions of contractual agreements made by the Office of Public Library Services, a program of the Board of Regents of the University System of Georgia (the BOR/OPLS) on behalf of member libraries and to accept responsibility for the acts of its own employees related to these matters.
- (5) Become a member of the Georgia Library PINES Users Council (the Council), represented by the Library Director or designee.
- (6) Conform to established policies, procedures, protocols, and regulations developed and agreed to by the Council, the Executive Committee, or BOR/OPLS.
- (7) Input, maintain, and share bibliographic records according to the standards developed and agreed to by the Council, the Executive Committee, or BOR/OPLS.
- (8) Enter its retrospective bibliographic holdings within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and agreed to by the Council, the Executive Committee or the BOR/OPLS.
- (9) Input, maintain, share, and keep confidential patron records according to the standards developed and agreed to by the Council, the Executive Committee or the BOR/OPLS.
- (10) Lend library materials to patrons of all participating libraries without charge.

- (11) Connect to the network only Y2K compliant equipment that is compatible with PINES.
- (12) Restrict the creation of data records and operations of the Library System to authorized, trained staff.
- (13) Ensure library staff participation at all appropriate training and continuing education programs.
- (14) Process inter-library requests and transactions within a minimum of three (3) working days if materials are available. Materials must be returned to lending or intransit library within a minimum of three (3) working days.
- (15) Develop and adhere to a weed (purge) plan prior to retrospective conversion and request a waiver for any items that are kept and not entered into the database.
- (16) Participate in the electronic and physical delivery of services as defined by the Council, the Executive Committee or the BOR/OPLS.
- (17) Enter accurate information on all PINES related transactions and statistics.
- (18) Maintain standards and practices of collection development and not reduce acquisitions by reliance upon the collections of other participating PINES libraries.
- (19) Refrain from internal library policy changes that would adversely affect other participating PINES libraries.
- (20) Designate a representative to serve as the Library System's PINES liaison who shall communicate with the BOR/OPLS staff on implementation and operations.
- (21) Regularly participate with the Council, the Executive Committee, or the BOR/OPLS in review of operations of PINES on a frequent basis and participate in joint development of plans.
- (22) Participate in the activities of the Council by providing staff representation and service to various committees, task forces, and forums sponsored by the Council, the Executive Committee or BOR/OPLS.

The violation of any provision, policy, or requirement that is not corrected within 60 days after written notice of the violation is given by BOR/OPLS will constitute default under the terms of this Agreement. The BOR/OPLS may take possession of the equipment as provided by law.

IV. Database – Bibliographic Records and Holdings

The Library System shall be deemed to have retained title to the Library System's databases at all times, unless the Library System transfers the title to the BOR/OPLS. The Library System shall incur all costs to remove bibliographic records and holdings information from the database, in the event the Library System chooses to no longer participate in the PINES Project, or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected within 60 days after written notice of the violation is given.

V. Equipment

The BOR/OPLS shall provide, install, and maintain the equipment that will be provided during the term of this contract. Such equipment will be listed in Exhibit "A" that will be provided as an appendix to this contract after site receipt of equipment. The equipment shall be located at the facilities identified on Exhibit "A" and used for the intended purpose during the agreement term, and shall not be removed from that location without the BOR/OPLS' prior written consent.

Care and Operation of Equipment. The equipment may only be used and operated in a careful and proper manner as prescribed by BOR/OPLS. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

Alterations. The Library System shall make no alterations to the equipment without the prior written consent of the BOR/OPLS.

Maintenance and Repair. The BOR/OPLS shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear. The BOR/OPLS shall pay costs required to maintain the equipment in operating condition. Such costs shall include software/hardware upgrades, communications, associated labor, materials, parts, and similar items. The BOR/OPLS shall have the right to inspect the equipment during the Library System's normal business hours. BOR/OPLS shall not be responsible for repairs due to willful negligence. Determination of negligence shall be in the sole discretion of BOR/OPLS.

Ownership and Return of Equipment. The BOR/OPLS shall be deemed to have retained title to the equipment at all times, unless the BOR/OPLS transfers the title to the Library System. At the end of the Agreement term, the Library System shall be obligated to return the equipment, all software, operations manuals, training manuals, supplies, and other items associated with the project to the BOR/OPLS.

Acceptance of Equipment. The Library System shall inspect each item of equipment delivered pursuant to this Agreement. The Library System shall immediately notify the BOR/OPLS of any discrepancies between such item of equipment and the description of the equipment in Exhibit "A". If the Library System fails to provide such notice before accepting delivery of the equipment, the Library System will be conclusively presumed to have accepted the equipment as specified in Exhibit "A".

Liability and Indemnity. Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Agreement is the obligation of the Library System, and the Library System shall indemnify and hold the BOR/OPLS harmless from and against all such liability.

Insurance. The BOR/OPLS will have proper insurance to cover the equipment maintained at each facility until such time equipment is transferred to the Library System. All equipment must be locked down and secured with proof of forced entry and forced removal. Mysterious disappearance is not covered.

Funding: In the event that the source of payment for the project no longer exists or is insufficient with respect to the services, then this contract, shall terminate without further obligation of BOR/OPLS as of that moment. The certification by the BOR/OPLS's Assistant Vice Chancellor for Public Libraries, of the events stated above shall be conclusive.

VI. Statement of Authority

This Agreement shall be construed in accordance with the laws of the State of Georgia.

VII. Termination of Agreement

This Agreement may be terminated by either party upon 180 days written notice to the other party.

VIII. Modification/Amendment

This agreement may be amended by mutual written consent of the parties.

IX. Notices

All notices to be given under this Agreement will be in writing and given by depositing the same in the United States Mail. Notices for Office of Public Library Services:

Dr. Lamar Veatch, Assistant Vice Chancellor and Director
Georgia Public Library Service
Board of Regents of the University System of Georgia
1800 Century Place, N.E., Suite 150
Atlanta, Georgia 30345-4304

Notices for Library System:

Susan S. Whittle, Director
Southwest Georgia Regional Library
301 S. Monroe Street
Bainbridge, GA 39819

X. Acceptance of Agreement

This Agreement is made effective as of _____, _____ between BOR/OPLS and _____ **Library System**. The Agreement shall remain in effect until terminated in accordance with the provisions of this agreement.

As legally authorized representatives of the Library System and the BOR/OPLS, we agree by signing this document to abide by all of the terms and conditions stated in this Membership Agreement in the Georgia Library Public Information Network for Electronic Services (PINES).

Accepted by:

Georgia Public Library Service, Board of Regents of the University System of Georgia

By: _____ Date: _____

Library System Name :

By: _____ Date: _____
_____, System Board Chair
_____, Director