

TRIANGLE RESEARCH LIBRARIES NETWORK

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Triangle Research Libraries Network Memorandum of Understanding

The Triangle Research Libraries Network (TRLN) is a cooperative project of the libraries of Duke University, North Carolina State University at Raleigh, and the University of North Carolina at Chapel Hill. Its purpose is to develop and maintain a network of online catalogs and other automated library systems.

As the chief executive officers of the universities that are member institutions of TRLN, we agree to the following points of understanding which shall govern its operation.

1. Members

The charter member institutions of TRLN are Duke University, North Carolina State University at Raleigh, and the University of North Carolina at Chapel Hill.

The charter member libraries of TRLN are

from Duke University:

Fuqua School of Business Library
Law Library
Medical Center Library
William R. Perkins Library

from North Carolina State University at Raleigh:

NCSU Libraries

from University of North Carolina at Chapel Hill:

Academic Affairs Library
Health Sciences Library

The Governing Board (see section 2) may add other institutions and libraries as members of TRLN if they meet the following conditions.

Member institutions must be institutions of higher education, must have a library which will be a member of TRLN, must consent to this Memorandum of Understanding as attested by the ratifying signature of their chancellors, presidents or chief executive officers, and must be willing to assume fiscal responsibility for proportional support of TRLN.

Member institutions must be libraries of a TRLN member institution, must be members of OCLC, must consent to this Memorandum of Understanding, and must maintain copies of their machine-readable bibliographic records in a TRLN database.

The chief officer of a member library may withdraw his or her library from membership in TRLN by written notice to the chief officer of every other member library at least one year in advance of the effective date. This notice of withdrawal should be signed by the chief executive officer of the withdrawing library's university to show that he or she has consented to the withdrawal. An institution may not continue to be a member unless at least one of its libraries is a member. Any withdrawing library is entitled to a computer tape copy of its database at the time of withdrawal, for the cost of producing such a copy.

2. Governing Board

The ultimate authority within TRLN shall be the Governing Board. The Governing Board shall oversee the design and development and/or purchase of software for the TRLN automated library systems, shall oversee the operation of existing TRLN automated library systems, shall set TRLN annual operating budgets, shall solicit and manage all gift and grant monies awarded to TRLN, shall appoint a TRLN Executive Director with the power to supervise and remove, and shall conduct such other business as may come before TRLN.

The Governing Board shall consist of the chief officer of each member library, plus one university administrative officer selected by the chief executive officer of each member institution to serve at his or her pleasure. The Governing Board annually shall select a chairperson from among its members. A quorum shall consist of a majority of the members of the Board, including at least one from each member institution.

The Governing Board shall meet at least once each calendar quarter. Regular meetings may be held at such time and place as the chairperson of the Board may determine, giving two weeks'

written notice of time and place to the members of the Board. Special meetings may be called by the chairperson at his or her discretion and shall be called by the chairperson upon written request from two or more members of the Board specifying the business to be transacted at the meeting. Special meetings may be held at such time and place as the chairperson of the Board may determine, giving the members of the Board reasonable notice of time, place, and the business transacted.

The Governing Board shall make decisions by consensus (i.e., general agreement of those members of the Governing Board present). If, however, a position supported by consensus cannot be found, the Board shall vote by institution. The members of the Board from each institution shall determine by simple majority how their institution's vote shall be cast. The affirmative vote of each institution shall be required for action. At the request of any institution represented on the Governing Board, action on any item of business will be deferred until a subsequent meeting. An institution may not defer the same item more than once.

3. Host Library

TRLN will be headquartered at one of the member libraries, hereafter designated as the Host Library. The period for serving as host library shall be a minimum of three years and may be renegotiated for additional three-year periods with the mutual consent of the Governing Board and the library which is willing to be Host Library. The Host Library will provide office space for the TRLN staff, a suitable site for the computing hardware that is being used for TRLN system development, and clerical and administrative support (e.g., secretarial service, handling purchases through the library's business office, accounting of TRLN's funds). With the approval of the Governing Board, the Host Library may arrange for other administrative components of its institution to provide supplementary support to TRLN.

4. Amendment

This Memorandum of Understanding may be amended by unanimous approval of the chief executive officers of the member institutions.

The Governing Board shall review this Memorandum of Understanding within the three months immediately preceding the fifth anniversary of the date upon which it takes effect and whenever it becomes necessary to select a new TRLN Executive Director. The Governing Board shall submit to the chief executive officers for their consideration any suggested amendments which it deems worthy.

5. Signatures

By signing below, on the date opposite our respective signatures, we agree to this statement of how TRLN shall be governed. This agreement shall take effect when the three chief executive officers of the member institutions have signed this Memorandum of Understanding.

W. Keith Anderson

President
Duke University

8/29/89

Date Signed

Bruce A. Ault

Chancellor
North Carolina State University at Raleigh

9/7/89

Date Signed

Paul Hardin

Chancellor
University of North Carolina at Chapel Hill

8/7/89

Date Signed