

TRLN Single Copy Program Memorandum of Understanding

This Single Copy Memorandum of Understanding (“MOU”) is entered into by and among the four member institutions of the Triangle Research Libraries Network (TRLN): Duke University, North Carolina Central University, North Carolina State University and the University of North Carolina at Chapel Hill (“Participating Institutions”), and shall be effective from September 1, 2008 until terminated in writing by the Participating Institutions.

Whereas, the Participating Institutions seek to enter into an agreement to conserve valuable library resources and support service to all patrons of the Participating Institutions by reducing unwanted duplication of, and the duplicative effort and long-term costs to shelve and care for, print materials that are not often used but have enduring value;

Whereas, the Participating Institutions seek to create a shared collection of selected print materials (“Single Copy Program”) that may be more complete than any of our separate collections,

Whereas, the Participating Institutions seek to ensure long term access to a shared collection by designating selected print materials for permanent retention.

NOW, THEREFORE, in order to enact these goals by creating a Single Copy Program, the Participating Institutions enter into the following agreement that outlines the rights and obligations of the Participating Institutions and provides a framework to guide development of procedures:

A. Any of the libraries of the Participating Institutions may identify and offer their materials for inclusion in the Single Copy Program (“the Materials”). Processing of materials offered by a library for the Single Copy Program shall be carried out by the TRLN Single Copy Operations Committee (with a representative from each separately administered TRLN library for communication purposes) under the direction of the TRLN Collections Council. Materials included in the Single Copy Program shall remain the property of the library that deposits the actual copy of the work into the Single Copy Program.

B. Libraries of the Participating Institutions hereby agree to the following service standard: To the extent practicable, access to Materials shall be reciprocal, perpetual (subject to paragraph H below) and equal for all faculty, staff and students of the Participating Institutions. Patrons of each participating institution will be treated as patrons of the owning institution, consistent with TRLN practice, for purposes of access to the materials subject to this agreement. When Materials enter the Single Copy Program, they retain their existing circulation and loan status as defined by the contributing library.

Within TRLN, borrowing and lending of the Materials will be in accordance with the “Memorandum of Understanding Concerning TRLN Interlibrary and Document Delivery Services.”

C. Libraries of the Participating Institutions shall cooperate in selecting the storage facilities for the Materials, and may agree to store the Materials in more than one location. Accessible campus library shelving is an acceptable storage location. Regarding processing and providing access to the Materials, this MOU does not supersede any existing or future storage agreement between Participating Institutions.¹ The mere fact that materials are moved to a storage facility shall not enter them into the program. Materials in the Single Copy Program will be only those that are identified as Single Copy by the contributing library and documented by the Single Copy Operations Committee according to its established procedures.

D. Volumes designated for the Single Copy Program are not subject to page-by-page collation and the Single Copy Program is not creating a print archive of last resort. However, libraries contributing volumes should review them for completeness of content and easily observed damage before contributing them.

E. Libraries will cooperate on cataloging procedures for the Single Copy Program to ensure uniformity in documenting the status of titles and presentation in the TRLN union catalog or other registries.

F. Each library shall be responsible for all costs and expenses it incurs in selecting Materials for the Single Copy Program and shall be responsible for all costs incurred in storing, preserving and servicing the Materials it deposits into the Single Copy Program.

G. The Single Copy Operations Committee, under the direction of the Collections Council, will cooperatively agree upon assessment methods for the Single Copy Program, and collect and store statistics about titles entering the Program.

H. To the extent permitted by North Carolina Law, a library may withdraw any item from the Materials only if an authorized representative from each Participating Institution, consulting with appropriate campus entities, approves of the withdrawal in writing. Such approval shall not be unreasonably withheld.

I. Each library shall retain the right to withdraw from its collection, any work(s) that is duplicative of Materials in the Single Copy Program or any work(s) that has not been designated for inclusion in the Single Copy Program. Similarly, each library retains the right to keep or store in its collection any work(s) that is duplicative of Materials in the Single Copy Program, subject to independent campus or facility-based non-duplication policies which this MOU does not interfere with or supersede.

J. Risk of Loss -- In the event that material deposited in the Single Copy program in accordance with this agreement is damaged or lost, the depositing library shall use reasonable efforts to repair or replace the damaged or lost material. The depositing library may secure agreement from partner libraries not to replace damaged or lost material in the event that replacement copies are either unavailable or electronic archiving solutions are deemed sufficient for those volumes.

¹ See Appendix A for a listing of existing cooperative storage agreements within TRLN.

K. Dispute Resolution: In the event any dispute or controversy arising out of or relating to this agreement, the parties agree to exercise reasonable efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this agreement that are not affected by the dispute.

IN WITNESS WHEREOF, the parties have executed this agreement by their respective, duly authorized representatives as of the last date set forth below:

DUKE UNIVERSITY

SIGNATURE: Richard H. Brodhead

NAME: Richard H. Brodhead

TITLE: President

DATE: August 12, 2008

NORTH CAROLINA CENTRAL UNIVERSITY

SIGNATURE: Lenneal J. Henderson

NAME: Lenneal J. Henderson

TITLE: Interim Provost and Vice Chancellor for Academic Affairs

DATE: 9-15-08

NORTH CAROLINA STATE UNIVERSITY

SIGNATURE: Larry A. Nielsen

NAME: Larry A. Nielsen

TITLE: Provost and Executive Vice Chancellor

DATE: September 2, 2008 9/3/08

THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

SIGNATURE: Bernadette Gray-Little

NAME: Bernadette Gray-Little

TITLE: Executive Vice Chancellor and Provost

DATE: August 4, 2008

Appendix A: Cooperative Storage Agreements within TRLN

Storage Agreement executed by Duke University and the University of North Carolina at Chapel Hill, December 22, 2006 for space in Module 2 of the Library Services Center (LSC).