

**Memorandum of Understanding (MOU)
Concerning the FLorida Academic REpository (FLARE)**

[DRAFT - August 22, 2012]

This Memorandum of Understanding is by and between the members of the Council of State University Libraries (CSUL). The CSUL 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 following 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 housed in an upcoming environmentally controlled, carefully inventoried and secure high density facility (HDF) located in Gainesville, operated by the George A. Smathers Libraries at the University of Florida (UF). 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 Original Participants in the FLARE are the 11 institutions in the State University System (SUS) in Florida on behalf of the CSUL.
- b. The Designated Representatives of the Original Participants shall be the CSUL Deans and Directors who are listed on Exhibit A to this MOU. Exhibit A, which is incorporated into this MOU and made a part hereof, also includes the notice provisions to this MOU.
- c. When this MOU indicates that approval of the CSUL Deans and Directors is required, it shall mean the approval of a two-thirds (2/3) majority of the CSUL Deans and Directors.
- d. With the approval of the CSUL Deans and Directors, libraries outside the SUS 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 by signing a copy of this MOU.
- e. The institutional signatories to this MOU shall be known as the Participating Libraries. The term Participating Library shall mean all libraries at each institution that signs this MOU. For the members of the CSUL, the Designated Representatives of the Participating Libraries shall be the CSUL Deans and Directors. A library outside of the SUS that is a Participating Library shall identify a Designated Representative when signing a copy of this MOU.
- f. 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 Participating Libraries.

2. GOVERNANCE

- a. The Statewide Storage Task Force (SSTF), charged and in operation since 2008, will continue to serve as a policy drafting body. One representative from each Participating Library shall serve on the SSTF.

- b. All policies drafted by the SSTF are subject to approval by the Deans and Directors of the Participating Libraries. This process may include an intermediate review by the relevant CSUL committees.
 - c. The HDF will be owned and managed by UF. The FLARE program 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. The assessment will be apportioned based on the prior year student FTE for all Participating Libraries as calculated and reported to the United States National Center for Education Statistics Academic Libraries Survey. Payment shall be made within 30 calendar days of the date of the assessment by UF.
 - b. 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.
 - c. The annual assessments will commence with receipt of a certificate of occupancy for the HDF.
4. OWNERSHIP OF DEPOSITED MATERIALS
- a. Ownership of deposited materials is irrevocably transferred to UF on behalf of the FLARE. Deposited materials will become part of the FLARE collection.
 - b. Materials sent for deposit in the FLARE by any Participating Library are considered permanent transfers.
 - c. 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. 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.
6. 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, as well as by entry in OCLC.
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 HDF until it has been returned to and received by the HDF. If damage or loss occurs, the Participating

Library shall provide compensation or replacement, in accordance with established FLARE policies and the judgment 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 at the HDF to allow for consultation of large quantities of FLARE materials. Notice of 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 this be 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 have a formal agreement. The Participating Libraries shall approve withdrawals for 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 in concurrence with UF.
10. TERMINATION
- a. HDF was authorized by the Board of Governors of the State University System (SUS) at the request of the SUS institutions for the benefit of the SUS Libraries. Therefore, the SUS Libraries are permanent participants in the FLARE and in the HDF by virtue of their status in the SUS.
 - b. Any Participating Library not part of an SUS institution desiring to terminate its involvement in this MOU may give 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 party desiring termination 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 as required by Sections 4.a and 4.b. Continued access to the collection and related metadata will survive termination and be governed by Sections 6.c and 7.d or by a separate agreement with UF on behalf of the Participating Libraries.
11. 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 originating library releases UF and the FLARE for any liability with regard to possession, use or loan of the materials.

Approved and agreed to by:

[Acknowledged by each Library Dean/Director:

Approved by each Provost:]