

Memorandum of Understanding (MOU) Concerning the State University System Shared Collection (SUSSC)

[DRAFT – August 24, 2010]

This Memorandum of Agreement is by and between the members of the Council on 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 State University System Shared Collection (SUSSC). The SUSSC 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 SUSSC are available at <http://csul.net/storage/storage.shtml>. The parties to this MOU have agreed to these policies.

1. PARTICIPATION

- a. The Original Participants in the SUSSC 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 with all contact information 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 SUSSC by agreeing to the terms of this MOU and the policies for the operation of the SUSSC. Such agreement shall be memorialized by the signing 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 designate a 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 will be approved by the CSUL Deans and Directors. This process may include an intermediate review by the relevant CSUL committees.
 - c. The SUSSC facility will be owned and managed by UF. The SUSSC program as set forth in this MOU will be managed by UF on behalf of the Participating Libraries.
3. ANNUAL ASSESSMENT
 - a. Operational costs of the SUSSC will be borne by the Participating Libraries via an annual assessment payable to UF apportioned based on the prior year student FTE as calculated and reported to the United States National Center for Education States Academic Libraries Survey. Payment shall be made within 30 calendar days of the date of the assessment.
 - b. This formula may be changed or alternative funding models established with the approval of the Participating Libraries, in consultation with the SSTF and UF.
4. OWNERSHIP OF DEPOSITED MATERIALS
 - a. Ownership of deposited materials is irrevocably transferred to UF on behalf of the SUSSC. Deposited materials will be considered part of the SUSSC.
 - b. Materials sent for deposit in the SUSSC by any Participating Library are considered permanent transfers.
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 SUSSC, unless an exception is recommended by the SSTF and approved by the the Participating Libraries.
6. SELECTION AND IDENTIFICATION OF MATERIALS FOR THE SUSSC
 - a. The SUSSC 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. Materials deposited into the SUSSC shall be free of mold and pests and should not be in an advanced state of deterioration.
 - c. Materials deposited in the SUSSC must be cataloged and barcoded before transfer under the terms of this MOU.
 - d. Titles and holdings information about SUSSC 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 listed in OCLC.
 - e. All risk of transfer of the materials from the originating library rests with the originating library, and the originating library releases UF and the SUSSC for any liability with regard to its possession, use or loan of the materials.
7. ACCESS TO MATERIALS IN THE SUSSC
 - a. Requests for SUSSC 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. SUSSC items may be loaned to any Participating Library and that library has responsibility for the item from the time it leaves the SUSSC until it has been returned to and received by the SUSSC. If damage or loss occurs, the Participating Library shall provide compensation or replacement, in accordance with the preference of the SUSSC.

- c. Access to all periodical content will be provided electronically. If deemed absolutely necessary, the actual bound periodical volume may be loaned to a Participating Library, but shall be restricted to building use only.
 - d. A limited access on site reading room will be available by appointment at the HDF to allow for consultation of large quantities of SUSSC materials. Notice of one business day is required to allow retrieval of requested material.
 - e. 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 SUSSC to Participating Libraries.
8. **WITHDRAWAL OF MATERIALS FROM THE SUSSC**
- 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 SUSSC that are duplicated by these other consortial facilities with whom the Participating Libraries through the SUSSC have a formal agreement. The Participating Libraries shall approve any withdrawals.
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. **MISCELLANEOUS**
- a. Any Participating Library not a member of the CSUL desiring to terminate its involvement in this MOU may give notice to the other signatories at the addresses noted in Exhibit A, and 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.
 - b. 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.

Approved and agreed to by:

Acknowledged by each Library Dean/Director:

Approved by each Provost:

Florida Agricultural and Mechanical University

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Florida Atlantic University

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Florida Gulf Coast University

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University of West Florida

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