

ATTACHMENT B



CARLI

Consortium of
Academic and Research
Libraries in Illinois

CARLI I-Share Participant Institution Agreement
Between
The Consortium of Academic and Research Libraries in Illinois and
[NAME OF PARTICIPANT INSTITUTION]

Updated January 1, 2025

This CARLI I-Share Participant Institution Agreement (“Agreement”), between the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and [NAME OF PARTICIPANT INSTITUTION], a [LEGAL DESCRIPTION OF PARTICIPANT] (“Participant”), is effective on the date of the last authorizing signature. The purpose of this Agreement is to define each party’s responsibilities with regard to their involvement in the I-Share program.

I. Recitals

Whereas, CARLI is a voluntary, unincorporated association of institutions of higher education and research libraries in Illinois; and
Whereas, Participant is currently a CARLI Governing Member; and
Whereas, I-Share is an online catalog and library management system managed by CARLI to support library resource sharing among I-Share Participants; and
Whereas, I-Share comprises computer hardware and software centrally acquired and supported by University staff employed to maintain CARLI resources; and
Whereas, Participant is either currently participating in the I-Share program and wishes to continue this participation or has submitted an application to participate in I-Share, an application which the CARLI Governance Board (“Board”) has decided to accept; and
Whereas, CARLI and Participant wish to ensure that each party understands its respective rights and responsibilities within the I-Share program.
Now, therefore, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

II. Purpose, Funding and Structure of I-Share

1. CARLI will provide and support the I-Share suite of products for library management and resource sharing, along with best practices documentation and continuing education resources. CARLI will maintain a business continuity plan that outlines detailed policies for I-Share data security, emergency operation and data recovery.
2. I-Share resource sharing is intended to supplement, not replace, Participant’s own collection and its ongoing development.
3. I-Share is funded by a combination of annual assessment fees paid by participating institutions and state funds as budgeted to CARLI by the University of Illinois System.

4. In return for the cost-sharing investments in I-Share, Participants are expected to fully and freely provide access to their circulating collections to authorized patrons of other I-Share Participants through I-Share's resource sharing programs, and to treat those authorized patrons as generously as they treat the patrons of their own library.

III. Participant Qualifications and Requirements

1. Participation in I-Share is available only to libraries that have joined CARLI as Governing Members.
 - a. CARLI membership policies are outlined in the *CARLI Bylaws*¹, which is incorporated herein by reference; an electronic copy of the CARLI Bylaws is available at the website found in the associated footnote or a paper copy is available upon request.
2. Participant must maintain its Governing Member status in good standing in order to participate in the I-Share program.
3. CARLI members seeking to participate in I-Share must complete an I-Share application and meet criteria beyond those required for general membership in CARLI.
4. I-Share participation is granted at the discretion of the Board and is neither guaranteed nor implied by Participant's status as a CARLI Governing Member.

IV. Participant Responsibilities

Participant agrees to the following:

1. Abide and be bound by all relevant CARLI and I-Share governing and operational documents, including the *CARLI Bylaws*, the *ILLINET Interlibrary Loan Code*², and the *I-Share Library Resource Sharing Code*³. The three listed documents are all incorporated herein by reference; electronic copies of the documents may be obtained by visiting the website found in the associated footnote or paper copies of the documents are available upon request.
2. Abide by all I-Share policies adopted⁴ by the Board.
3. Comply with the federal *Family Educational Rights and Privacy Act (FERPA)* (20 U.S.C. § 1232g; 34 CFR Part 99), and the *Illinois Library Records Confidentiality Act* (75 ILCS 70/).
 - a. Participants assume responsibility for the acts of its employees related to these acts, unless the employee acts in a grossly negligent manner or purposefully and knowingly violates the law, in which case the employee shall be responsible for

¹ CARLI Bylaws: <http://www.carli.illinois.edu/sites/files/Bylaws.pdf>

² ILLINET Interlibrary Loan Code, Revised in 2015:
https://www.ilsos.gov/departments/library/libraries/ill_code.html

³ I-Share Resource Sharing Code, 2021: <http://www.carli.illinois.edu/products-services/i-share/circ/I-ShareResourceSharingCode>

⁴ I-Share Policies: <https://www.carli.illinois.edu/products-services/i-share/i-share-documentation>

- his or her own acts.
- b. Continue to develop its collections to provide primary support for its mission/curriculum.
 - c. Establish all necessary procedures and protocols to ensure the proper use, storage, and confidentiality of any I-Share data Participant retains on its own servers or for its own purposes beyond the day-to-day operation of the library management system, including personally identifiable information of Participant's or other I-Share participant's patrons. With regard to this data, Participant shall comply with all of its institutional rules regarding data security, Institutional Review Board approval, as well as all other federal, state and local laws that apply to such data.
 - i. Participants will have access to their own library's I-Share data and to any data or statistics generated in the library management software that is related to Participant's own collection and patrons.
 - d. Abide by, accept, and adopt the provisions of any I-Share-related contractual agreements made by The Board of Trustees of the University of Illinois as CARLI's fiscal and contractual agent to provide I-Share services.
 - e. Refrain from the infringement or unauthorized use of any library-licensed or CARLI-licensed data or software products.
 - f. Refrain from the unauthorized disclosure of any proprietary or confidential information Participant may maintain relevant to the I-Share program or its own operational program.
 - g. Provide the valid patrons of all I-Share Participants generous access and a minimum of barriers to Participant's circulating collections through I-Share's resource sharing program.
 - h. Support reciprocity in resource sharing and refrain from implementing policy or operational changes that would significantly diminish I-Share resource sharing access to Participant's circulating collections on a permanent basis.
 - i. Provide and maintain current patron data in I-Share in the format and manner specified by CARLI.
 - j. Provide and maintain current bibliographic data in I-Share describing Participant's collection, holdings, and item availability status in acceptable formats and quality standards as defined by CARLI's *Cooperative Cataloging Policies for I-Share*,⁵ incorporated herein by reference.
 - k. Participate in the Illinois Library Delivery System (ILDS) to transport I-Share resource sharing materials, and process outgoing and incoming ILDS shipments promptly.
 - i. CARLI will not be held responsible for damage to library and/or shipping

⁵ *Cooperative Cataloging Policies for I-Share*, 2023: <http://www.carli.illinois.edu/products-services/i-share/coop-cat-policies>

materials.

- I. Participate in I-Share continuing education to develop and maintain I-Share expertise amongst Participant's staff.
- m. Assist other I-Share program Participants in the recovery of materials provided through resource sharing. Participants will also adhere to applicable laws and confidentiality policies in their billing procedures.
- n. Respond promptly and accurately to requests from CARLI's system administrators for information needed to support and maintain the I-Share program.
- o. Assume and/or promptly pay all I-Share related costs or financial obligations attributed to Participant, including but not limited to, the following:
 - i. Participants' share of one-time and/or ongoing fees for the library management software;
 - ii. Participant's annual I-Share assessment fee, the amount of which CARLI will provide to Participant no less than one year in advance of the payment being due;
 - iii. All costs (e.g., software, hardware, CARLI staff or other vendor staff time) of any one-time or ongoing export of Participant's data from I-Share to support projects being undertaken by Participant or an organization other than CARLI;
 - iv. All costs associated with sending Participant staff to I-Share training and continuing education events, as required and available;
 - v. All local costs related to maintaining local equipment and network service to adequately support I-Share implementation and participation along with the maintenance of timely data, including network connectivity, desktop computers, barcode scanners, printers, labels, shipping materials, and other supplies;
 - vi. All costs (e.g., software, hardware, CARLI staff or other vendor staff time) to build or support links to external systems for projects being undertaken by Participant or an organization other than CARLI; and
 - vii. All costs of any project to divide and remove, or load and merge data to support an institutional split or merger.

V. Term

The term of this Agreement shall be one year, ending on June 30 for all. However, if this is Participant's first year as an I-Share participating library, this Agreement will end on June 30, regardless of its effective date – for that first year, the one-year term will not apply. Immediately prior to this Agreement's June 30th expiration, the Agreement will automatically renew itself unless terminated by either party, in writing, in accordance with the provisions in Section VII.1.

VI. Termination/Suspension of I-Share Participation and Breach Provisions

1. Termination by Participants.
 - a. Participant may terminate this Agreement at any time by giving one year's

advance notice in writing. Participant will assume all costs (e.g., software, hardware, CARLI staff or other vendor staff time) associated with removing their data from I-Share as well as of ending their participation in the I-Share program.

2. Termination for Material Breach.
 - a. Participant will have 30 days (or any longer period agreed to by CARLI) to cure a breach (“Cure Period”) of this Agreement after receiving notice of such breach by CARLI. CARLI may consider this Agreement terminated without further notice if Participant fails to cure the breach within the prescribed period.
 - b. CARLI may temporarily suspend Participant’s access to and participation in I-Share during the Cure Period if CARLI determines that the failure places I-Share at risk of being permanently harmed.
 - c. Participant will be responsible for any costs or fees incurred by CARLI during the Cure Period, including, but not limited to, legal actions or fees CARLI may incur when imposing or ensuring Participant’s adherence to the sanctions.
 - d. If Participant is terminated pursuant to this section prior to the end of CARLI’s current fiscal year, Participant will be responsible for paying all dues, fees and other amounts that it would have been responsible for through the end of the fiscal year in which the Participant’s participation in the Agreement is ended.
3. Termination for Availability of Appropriations.
 - a. Participant acknowledges that continuation of I-Share is based, in part, on state funding allocated by the Illinois General Assembly.
 - b. This Agreement is subject to termination by CARLI if: (a) the Illinois General Assembly fails to make an appropriation sufficient to continue I-Share operations; (b) adequate funds are not appropriated or granted to CARLI or Participant by the Illinois General Assembly to allow them to fulfill the obligations of this Agreement; or (c) funds appropriated are de-appropriated or not allocated. CARLI will give as much advance notice as possible regarding such termination.
 - c. If Participant does not receive sufficient funds from the state legislature to continue its participation in I-Share, it may end its participation by providing as much advance notice of its inability to continue its participation as possible. Participant’s termination of their involvement in I-Share under this section will not be deemed a breach or failure to comply with any of the terms, conditions, standards and responsibilities established by this Agreement.
4. Temporary Suspension of I-Share Participation (Excluding Allegations of Breach Described in Section 2 immediately above).
 - a. If CARLI determines that Participant’s computer system is somehow negatively impacting or affecting the security, privacy or stability of the I-Share system, Participant’s access to and participation in I-Share may be temporarily suspended until Participant can identify and fix the issue.

- b. In cases where Participant's access to and participation in I-Share has been temporarily suspended based on reasons other than Participant's alleged breach of this Agreement, Participant's access to and participation in I-Share will be returned once the issue leading to Participant's temporary suspension has been resolved to CARLI's satisfaction.

VII. Liability

In addition to any liability provisions already discussed herein, Participant's and CARLI's liability under the I-Share system shall be determined as follows:

1. Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other unless such liability is imposed by law.
2. CARLI will not be liable for any inappropriate use of any I-Share patron data retained by Participant on its own networks.
3. Participant will not be held responsible for paying any charges or fees to other I-Share libraries for damage or losses caused by Participant's patrons.
4. Participant will assume all responsibility for any and all claims and liabilities arising out of: (a) any libelous or other unlawful matter provided for distribution through the I-Share system as well as (b) the distribution through I-Share of any intellectual property Participant was not fully authorized to distribute.
5. Participant understands that CARLI will not be responsible for any inoperability, inaccessibility, or service disruptions of the I-Share system that may occur. However, these service disruptions may be reported to CARLI who will report them to the service provider, as appropriate.

VIII. General Provisions

1. **Force Majeure.** Neither party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, or acts or failures to act by third parties. So long as any such delay or default continues, the party affected by the conditions shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.
2. **Headings.** The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
3. **Rescission of Previous Agreements.** By entering into this Agreement, both CARLI and Participant agree and acknowledge that any other agreements they have entered into that relate solely to the I-Share program are rescinded and replaced with this Agreement. Any other agreements between the parties related to general CARLI matters remain in effect.
4. **Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

5. **Severability.** If any provision of this Agreement is held unenforceable, the provision shall be severed and deemed stricken from this Agreement and the remainder of the Agreement will continue in full force and effect.
6. **Assignment.** Neither party may assign this Agreement, in part or in whole, to a third entity, without the prior written approval of the other party.
7. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Neither party waives any rights or defenses it might have, including sovereign immunity, by entering into this Agreement.
8. **Notices.** All notices and other correspondence contemplated or required by this Agreement shall be directed to the parties at the following addresses and shall be valid upon actual receipt:

CARLI Representative	Participant Representative
Anne Craig Senior Director The Consortium of Academic and Research Libraries in Illinois (CARLI) 1704 Interstate Drive Champaign, Illinois 61822 abcraig@uillinois.edu 217-300-0375	[Contact Person Name] [Institution Name] [Address] [City, State, Zip] Tel.: [Contact Person Phone #] Email: [Contact Person Email Address]

X. Signatures

The individual signing this Agreement represents that the individual has the appropriate authority to bind the Participant to this Agreement.

Name of Institution: _____

Participant:

Signature

Print Name

Title

Date

Acknowledged by CARLI:

Acknowledged by Library:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

To be completed by Institution and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu