CONSORTIUM AGREEMENT

OHIO LAW LIBRARY CONSORTIUM

This Agreement is jointly made and entered into by the Members of the Ohio Law Library Consortium (hereinafter also referred to as the “Consortium”), comprised of the libraries which have executed an Addendum attached hereto and made a part hereof.

1. ** Purposes: ** The purposes of this Consortium are to facilitate cooperation and communication between its Members in order to:

   - promote the exchange of information that is essential to support the practice of law and administration of justice;
   - provide greater access to each Members’ information and resources;
   - enhance the quality of resources and services each Member can provide to judges, public officials, attorneys, and members of the public; and
   - achieve financial benefits which can flow from cooperation among Members.

   The Consortium hopes to attain these goals by:

   - creating an Internet gateway to the information and catalogs of its Members through a consortium web site;
   - establishing a state-wide pocket part exchange;
   - enabling a state-wide Interlibrary loan system for Members to share their resources; and
   - collectively purchasing print and/or electronic resources.

2. ** Governance: ** This Consortium shall be governed by this Agreement and the Ohio Law Library Consortium Bylaws, same which are incorporated herein by reference.

3. ** Levels of Participation: ** Members may participate in one (1) or more of the following levels of participation by executing the attached Addendum:

   ** Level One: Consortium Web Site and Email: ** In order to develop a more uniform means of communication between members, Members who participate at this Level will support and participate in a Consortium web site to be initially developed and maintained by David Whelan of the Cincinnati Law Library. The goals of this web site will be to:

   - provide links to all Members’ web sites, where available;
   - provide contact information, hours of operation and other information for each Member;
   - link the online catalogs of each Member, where available;
· provide each Member with an email address and routine email capabilities;
· provide a forum for online dialogue among Members;
· support and facilitate Interlibrary loans between Members participating in Level Three;
· provide members with information and news which affects them; and
· provide Members with current awareness in the field of law librarianship.

Members may be required to contribute a proportionate monetary share for the costs of the web site address and email addresses.

Members shall bear their own costs for accessing the internet.

Unless grant monies are obtained to defray the costs, Members shall bear their own costs for maintaining an online catalog.

**Level Two:** Pocket Part Exchange: In order to help Members supplement some of the titles which they have canceled, Members who participate at this Level will engage in a pocket part exchange.

Members who wish to share or receive superceded pocket parts shall advise the ________________________________________, which shall serve as the Administrator of this exchange system.

All Members who agree to share pocket parts shall also timely advise recipients in writing (by email or letter) when vendors issue new bound volumes for the same titles. Members who share pocket parts are encouraged, but not required, to share bound volumes for the same sets.

All recipients of pocket parts and/or bound volumes shall bear the costs of shipment, which shall be made using the most cost-effective delivery as possible. The preferred methods of delivery shall be personal delivery or by means of the U.S. Postal Service using the “Library rate.”

Members may elect to discontinue sharing or receiving pocket parts for any title for any reason at any time by providing written notice to the Administrator by letter or email.

The Administrator may issue written rules to supplement this Agreement and better facilitate the Pocket Part Exchange.

Members shall bear their own telephone costs and all costs for accessing the
Level Three:  *Interlibrary Loan:* In order to facilitate the exchange of resources, unless otherwise restricted by vendor agreements or copyright laws, Members who participate at this Level agree to share copies of their resources for free by fax or email communication. Members sending and receiving resources by either of these methods shall mutually agree on the format of, and deadline for, delivery of same.

Members who agree to send resources under this Level may require the recipient to execute an ALA Interlibrary Loan form, a current copy of which is available from the ALA on the Internet.

Members who participate in this system, whether as a sender or recipient, shall communicate by telephone or email using the email system developed under Level One.

Members may also designate physical items (such as books, CD’s, and audiovisual materials) from their individual collections which they are also willing to loan on a temporary basis. There shall be no cost for exchange of these items, except loaning Members may charge postage costs for shipment if grant monies are not obtained. If no grant monies are available, all borrowers shall pay the costs of shipment both ways, and shipment shall be made using the most cost-effective delivery as possible. The preferred methods of delivery shall be personal delivery or by means of the U.S. Postal Service using the “Library rate.” Members who exchange these resources shall mutually agree on a loan period and means of delivery. Borrowers who fail to return materials in a timely manner shall pay loaning Members the current replacement cost.

Unless grant monies are obtained, Members shall bear their own telephone and fax costs. Members shall also bear their own costs for accessing the Internet.

Level Four:  *Statewide Purchasing:* In order to assist members in budgeting and negotiating with vendors, Members will agree, where possible, to try and negotiate collectively with common vendors for print and/or electronic resources.

Although all Members who participate at this level will be entitled to participate in the decision-making process of selecting vendors and drafting contracts, Members who participate at this Level will designate ___ of their number to serve as a Negotiating Committee for direct contact with applicable vendors. The Negotiating Committee will keep the remaining
Members apprised of all vendor communications in a timely manner.

Only those Members who sign contracts negotiated under this Level will be bound by their terms.

4. **Amendment of Participation Level:** Members may change their level of participation at any Annual Meeting by executing a new Addendum.

5. **Assignment:** This Agreement may not be assigned to any other person or entity.

6. **Amendment:** This Agreement may be amended from time to time at any Membership meeting by an affirmative majority vote of those members who are present at the meeting. Each consortium Member shall have only one (1) vote.

7. **Term of Agreement:** This Agreement shall commence upon execution by at least two (2) Members and shall be automatically renewed every year.
Addendum to:

CONSORTIUM AGREEMENT

OHIO LAW LIBRARY CONSORTIUM

In accordance with the requirement in the Consortium Agreement, same which is incorporated herein, the ________________________________ (name of Library) agrees to participate in the following levels of the Ohio Law Library Consortium (check all boxes that apply):

☐ Level One: Consortium Web Site and Email
☐ Level Two: Pocket Part Exchange
☐ Level Three: Interlibrary Loan
☐ Level Four: Statewide Purchasing

By: ________________________________ Dated: _____________
Chair, Board of Trustees

______________________________  Dated: _____________
Witness