

TRAILS MEMORANDUM OF UNDERSTANDING

This agreement is made by and between [*Library*] and the Treasure State Academic Information and Library Resources (TRAILS), a consortium of Montana's academic libraries in public, private, tribal, community colleges and universities. The mission of the consortium is to provide access to high-quality information resources for Montana's students, faculty, staff, and researchers through shared services and joint purchasing. Each organization will retain its unique and special qualities, but by facilitating an increased level of cooperation, the academic libraries of Montana can mitigate the escalating costs of library materials in higher education.

This agreement is ongoing and will not terminate except upon written notice.

1. Establishment

- 1.1 TRAILS is a consortium of non-profit academic libraries in Montana.
- 1.2 TRAILS' mission is to strengthen member libraries and their institutions through a joint effort to support students, faculty, staff and the community by providing access to high-quality information resources and services that facilitate teaching, learning and research.

TRAILS members join together to:

- a. Enhance access to information and services.
 - b. Share information resources and expertise.
 - c. Enrich and preserve collections.
 - d. Develop library staff to meet the challenges of a rapidly changing information environment.
 - e. Support other activities that further goals established by the General Council of library directors and deans or their designees.
- 1.3 The TRAILS Consortium is founded on a framework of agreement and understanding. In order to strengthen the goals and services of the Consortium, it is recognized that the ultimate goal for TRAILS is to become a formal, legal 501(c)(3) organization. TRAILS may negotiate and oversee purchases on behalf of its member libraries, which may include contracts and/or license agreements for electronic resources, and administers financial transactions with information vendors.

Participation in the consortium by member libraries is entirely optional and does

not preclude libraries' ability to unilaterally negotiate contracts. Consortium membership does not obligate a member library to share independently-negotiated resources.

- 1.4 The General Council will serve as the steering board for the Consortium.
 - a. Representatives serving on the General Council shall be the library director, dean, or his or her designee, from each member organization.
 - b. Director/dean or their designees are granted the power by their respective libraries to make binding decisions.
- 1.5 Participation in the consortium library services technology platform, although recommended, is optional. Member libraries that do not participate in the library services platform will be responsible for providing and supporting their own technological solutions to access the information resources purchased by the consortium.
- 1.6 TRAILS may negotiate the pricing, access and terms of the license agreement on behalf of the participating consortium member libraries.
 - a. TRAILS member libraries designate one or more individuals from the member libraries to serve as contacts for decisions, commitments to purchase, etc.
 - b. TRAILS may negotiate in the best interest of members and in recognition of the widely accepted principles embodied in the International Coalition of Library Consortia (ICOLC) Statement of Current Perspective and Preferred Practices for the Selection and Purchase of Electronic Information. TRAILS license agreements identify TRAILS as a consortium acting on behalf of the member libraries. The member libraries are parties to the agreement and are subject to the terms of the license agreements with the information vendors.

2. Member Organizations

- 2.1 Each library is expected to participate in TRAILS services and meet membership obligations. Each participating library is considered a full member. Privileges will include:
 - a. Representation on the General Council with one vote.
 - b. Ability to present issues to the General Council and propose agenda items.
 - c. Ability to participate in all consortium opportunities.

- 2.2 Member libraries shall pay annual membership dues as established by the General Council. The membership dues will be reviewed each year by the General Council.

Each member library shall contribute to the management of the consortium by maintaining participation in the General Council including attendance at meetings;

- a. Participation in core operational groups as defined by the General Council including attendance at meetings; and
- b. Participation in selected groups pursuing strategic initiatives.

- 2.3 A member may withdraw from the Consortium at any time by delivering written notice to the General Council Chair. A withdrawal is effective 30 days after delivery of the written notice.

3. Governance

- 3.1 Each member library shall have one vote on the General Council.
- 3.2 The General Council will hold an annual meeting to elect its Chair and Secretary/Treasurer. Each position will serve a one-year term.
- 3.3 Powers reserved to the General Council:
- a. Approval of all major policies and strategic direction of the consortium, and revisions thereto.
 - b. Approval of all major new initiatives and related budgets to be undertaken by the consortium.
 - c. Approval of all formal partnerships between the consortium and third parties.

4. Miscellaneous

- 4.1 Except as otherwise limited by applicable state law, each party shall be responsible for its tortious acts or omissions and those of its officers or employees arising out of, or in any way connected with the performance or obligations of each party under this agreement.
- 4.2 This memorandum of understanding sets forth the complete understanding of the parties. It supersedes all prior agreements and negotiations, oral or written, with respect to this subject matter.

5. Fiscal Management and Administration

Montana State University [MSU] will provide administrative assistance in connection with Joint Programs by providing the following services:

- 5.1 MSU shall be responsible for the general administration of the Joint Programs, including the supervision and coordination of fiscal, accounting and bookkeeping services in connection therewith. MSU shall serve as prime contractor and custodian of funds through its Grants and Contracts Office, and it shall receive, hold, disburse and account for payments in connection with government-sponsored and/or private sector-sponsored Programs and subject to its regulations of the State of Montana and MSU; and
- 5.2 MSU shall provide the Partner Universities with periodic accounting of the funds, according to a schedule determined by the Partner Universities.

The parties, by the signature below of their authorized representatives, acknowledge having read and understood the agreement and to be bound by its terms and conditions.

APPROVED:

FOR [Member Library]	
Library Director	date
President or designee	date

FOR TRAILS	
Chair, General Council	date