

PaILS Membership Agreement

I. Purpose

This Membership Agreement outlines the initial agreements that form the basis for membership in PaILS by a library entity.

II. Mission

The purpose of PaILS is to provide Pennsylvanians with a collaborative, high quality, open source integrated library system that is equitable, cost-effective, and promotes resource sharing among libraries statewide.

III. Membership

While individual libraries retain autonomy over their own local operations, participation in PaILS requires collaboration in developing certain common policies and shared decision making. Membership in PaILS represents the expectation of active and continuing participation by each member library. As a consideration for acceptance and continuation of membership in PaILS, the designated library agrees to abide by the following terms and conditions:

1. Accept and follow the Bylaws of PaILS
2. Successfully implement the mission of PaILS
3. Strive to meet the Goals of PaILS.
4. Abide by the PaILS Code of Ethics.
5. Accept and comply with the provisions of contractual agreements made by PaILS on behalf of member libraries and accept responsibility for the acts of its own employees related to these matters
6. Become a member of PaILS, represented by the Library Director or his/her designee
7. Conform to established policies, procedures, protocols, and regulations developed and adopted by PaILS Board of Directors (PaILS Board)
8. Input, maintain, and share bibliographic holdings within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and adopted by the Board
9. Input, maintain, share, and keep confidential patron records according to the standards developed and adopted by the Board
10. Lend library materials without charge to patrons of all participating Pennsylvania libraries with exceptions as noted in PaILS policies

11. Connect to the network exclusively with equipment that is compatible with PaILS
12. Restrict the creation of data records and operations of the Library to authorized and trained personnel
13. Ensure library personnel participation at all appropriate training and continuing education programs
14. Process interlibrary requests and transactions within a minimum of five (5) working days if materials are available. Materials must be returned to the lending library by the due date
15. Develop and adhere to a weeding plan prior to migration and request a waiver for any items that are kept and not entered into the database
16. Participate in the electronic and physical delivery of services as defined by and adopted by the PaILS Board.
17. Enter accurate information on all PaILS- related transactions and statistics
18. Maintain standards and practices of collection development and not reduce acquisitions by reliance upon the collections of other participating PaILS libraries
19. Refrain from internal policy changes that would adversely affect other participating PaILS member libraries
20. Designate a representative to serve as the PaILS Technical Contact for the library. This person will be responsible for overseeing communications among the library, the hosting and support vendor and PaILS staff.
21. Regularly participate as appropriate with the PaILS Board in review of operations of PaILS and participate in joint development of plans
22. Participate in the activities of PaILS by providing staff representation and service to various committees, task forces, and forums sponsored by PaILS.

The violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation by the Board will constitute default under the terms of this Agreement. If default should occur, the board will proceed with the termination process as outlined in the Bylaws.

IV. Database - Bibliographic Records and Holdings

A library shall be deemed to have retained title to the library databases at all times, unless the library transfers a title to PaILS. The library shall incur all costs to remove bibliographic records and holdings information plus patron information from the database

in the event the library chooses to no longer participate in the PaILS project, or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected within sixty (60) days after written notice of the violation is given.

V. Equipment

Equipment to operate PaILS within a library will be the responsibility of the local library and/or System and must conform to the technical specifications adopted by PaILS.

VI. Statement of Authority

This Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

VII. Financial Responsibilities

All financial responsibilities that will be designated as those to be paid by the member libraries will be proposed and acted upon by the Board. An annual invoice incorporating all financial responsibilities will be mailed to all members in July with an effective date of January 1st the following calendar year. All costs will be fully determined and disclosed prior to library entities adding their records to the database and before incurring any possible charges that might be levied by PaILS.

VIII. Termination of Agreement

This Agreement may be terminated by either party by following procedures stated in the PaILS By-Laws.

IX. Modification/Amendment

This Agreement may be amended by mutual written consent of the parties.

XII. Notices

All notices to be given under this Agreement will be in writing and given by depositing the same in the United States Mail.

Notices for PaILS Board of Directors will be sent to:

PaILS
c/o: Pennsylvania Library Association
220 Cumberland Parkway, Ste. 10
Mechanicsburg, PA 17055
Attn: Lew Maurer, Executive Director

Notices for Library entity will be sent to:

[Member Representative and Title]
[Library]
[Mailing Address]
[City, State, Zip]

XI. Acceptance of Agreement

This Agreement is made effective as of _____ between PaILS and

(Library)

(Date)

The Agreement shall remain in effect until terminated in accordance with the provisions of this Agreement. As legally authorized representatives of the Library by appropriate action of the governing board and the PaILS Board, we agree by signing this document to abide by all of the terms and conditions stated in this Membership Agreement.

Accepted by:

PaILS

By: _____ Date: _____
(Signature)

Printed Name: Lewis Maurer

Title: Executive Director

Library Name: _____

By: _____ Date: _____
(Board President's signature)

Board President's printed name: _____

By: _____ Date: _____
(Director's signature)

Director's printed name: _____