**Memorandum of Agreement (MOU) for**

**Michigan Shared Print Initiative (MI-SPI) Participants**

***Draft revision with questions***

This understanding is made by and between the Michigan Shared Print Initiative (MI-SPI) participants as of the date of the last signature on this document. The term of this agreement is from this date and terminates as of May 2027 unless release agreements are negotiated prior to that time as per Section 4.

**1. MI-SPI Project Goals**

 The project has three distinct goals:

First, to create and maintain a distributed, shared collection of these identified monograph titles to ensure that circulating copies of them are retained within the group, readily accessible to group participants and other Michigan libraries.

Second, to responsibly reduce the size of local print collections by reducing duplication of low circulating titles among the participating libraries so that library space may be freed up for other uses.

Third, to explore opportunities for collaborative collection development between and among the participants.

**2. Guiding Principles**

Participant libraries are committed to work together collaboratively to meet the Project Goals above for a minimum of 15 years (with options for review, renewal, and dissolution as outlined below). We recognize that some of the specifics of this collaboration including the number of print titles covered, the participating libraries involved and details of responsibilities are likely to change over time and that adjustments will be desirable.

**3. Duration of agreement**

Participant libraries agree to work together collaboratively to meet the Project Goals of the Michigan Shared Print Initiative (MI-SPI) for a minimum of 15 years from the start of the original agreement (2012-2027)unless this agreement is dissolved or superseded by the mutual agreement of a simple majority of the participants. The length of this agreement may be extended at the end of the original period by mutual agreement of the group.

Review of the agreement, its terms and implications will occur at no less than three (3) year intervals, or when a request is supported by a simple majority of full participant libraries.

**4. Release from agreement terms**

An individual institution may be released from the agreement for reasons beyond the library’s control such as a disaster, financial exigency, or a university mandate.

Should an institution need to withdraw from the group, that library is expected to work in good faith with the remaining participants to address the resultant implications. This is expected to include providing ample written notice of the withdrawal (six months where possible),

reviewing the library’s retention list, and identifying redistribution options among the remaining group members.

**Role of MCLS**

MCLS is the agent for this project in ways that facilitate its success such as monitoring the project, coordinating communication among participant libraries, communicating with Sustainable Collection Services (SCS)/OCLC on behalf of the project, communication with potential new participant libraries, providing fiscal agent support, bringing the group together for annual meetings and at other times as needed.

**Participant Libraries**

Participation is open to Michigan state-supported academic libraries that are members of the Michigan Council of Library Directors (COLD) group. Any COLD member library that retains part of the shared print collection (designated by a recognized title retention list) is a full participant library with all the responsibilities and rights outlined in this MOU. The original participant libraries commit to the project for its full term; others will join the project in progress for the remainder of the agreement.

1. Original participants as of May 2012

 Central Michigan University Eastern Michigan University

 Grand Valley State University Michigan Technological University

 Saginaw Valley State University Wayne State University

 Western Michigan University

2. Additional participants as of May 2015

 Ferris State University Northern Michigan University

 Oakland University University of Michigan-Dearborn

3. Addition of new participant libraries

Generally, new participant libraries will be added at a data refresh. Libraries that match their holdings against the shared collection prior to a refresh are required to contribute their library holdings at the next data refresh. When those libraries receive their retention lists and assume responsibility for retention titles in the shared collection they become full participants in the shared collection. Full participant libraries may vote on issues relating to the MOU and the shared collection. Prior to that, representatives may attend meetings as non-voting delegates.

**Description and Maintenance of the Shared Print Collection**

This agreement covers a set of 736,236 retention titles initially identified by criteria developed in the 2011-12 Sustainable Collection Services LLC (SCS) deselection project**. It also covers a set of XXX,XXX retention titles identified by new criteria developed in 2015-16 by the MI-SPI participants.**

This agreement excludes library materials not specifically contained on retention lists or allocated withdrawal lists developed during the project. Examples of library materials not covered by the agreement include, but are not limited to: uniquely held items, items added to the collection after2005, items published after 2005, items other than circulating monographs, items where circulation exceeds the minimum levels (3) at participating libraries**. These are criteria set by the original group which may be changed by the expanded group. Maybe indicating these are original criteria and writing a second paragraph here when new criteria are agreed upon is the way to go?**

1. Ownership and location of resources

Two print copies of each withdrawn title will be retained in a shared print collection distributed among the participant libraries. The two copies will be maintained at two separate designated participant libraries that already own and have recorded holdings of the title. Libraries will maintain ownership of their designated retention titles. Retention titles will be hosed in facilities operated or shared by the owning library at the expense of that library.

1. Maintenance of the shared collection

Each library will use their best efforts to maintain, house, preserve, and make available the titels on tis respective retention list for the duration of this agreement.

Libraries will not be held accountable for regular inventorying of their retention titles, but are encouraged to do this when possible as a best practice.

1. Protection of retention list titles

Each library is expected to take appropriate local steps to protect their retention titles from discard. Participant libraries will work toward adopting an agree on standardized bibliographic identification (e.g MARC 583) to retention items in their collections. The aim is to facilitate data refresh and also to create the potential for all participants to identify retention items in MeLCat of alternative shared discovery system. This needs work. MARC 583 is the standard for identifying shared print collections now. Perhaps with the new SCS/OCLC connection global update of the 583 in our retention records in WorldCat might be possible? At any rate, to be a player in the larger shared print projects world, we need to do this.

Protecting retention by reassigning responsibilities within the collecting may be handled online via GreenGlass.

1. Retention facilities, maintenance requirements, physical handling

Libraries are expected to treat retention titles with the same of better care as other materials in their collections as regards physical handling, circulation, repairs, and restoration.

1. Circulation

Both of the retention copies are expected to circulate. No effort will be made to identify and monitor a preservation copy.

All titles will be search able in MeLCat and able to be requested through RIDES delivery service.

The shared titles will circulate locally according to each library policy and will follow the standard ILL practices of each institution for lending to other libraries.

Do we want to address extended loan periods here? Or the issue of shifting assigned retention when one of us ILLs a copy? Just asking.

1. Damaged, lost, missing, and replacement copies

Libraries are ecpected to follow tier usual workflows and procedures for identifying, repairing, and replacing retention list titles. They will make a good faith effort to respond to badly damaged (not loanable) or lost titles in away that displays sound judgment in the context of the particular title and its availability to other libraries in the state.

For example, where titles are available in other libraries in the state (or widely available nationally) it may not be necessary or prudent to replace them given the low circulating history of these titles. Some suggested decision guidelines are provided in an Appendix to this document.

Again, with GreenGlass capabilities, we may be able to reassign retention responsibilities online. If this is true, we will need to agree on some guidelines for communicating and documenting acceptance of reassignment.

1. New editions

Libraries may follow their usual workflows and procedures with respect to new editions of retention list titles. Where it is general practice for a library to replace a title with the most recent edition, this procedure may be followed even where the older edition is on a library’s retention list.

1. Notification about non-replacement or discard of retention titles

If a participating library knowingly elects not to replace a lost or badly damaged retention list title or if it replaces a retention title with a later edition, it must notify the other participant libraries through an agreed standard notification mechanism. This will allow other participants, or the group as a whole, to determine if they want to take further replacement actions. It also provides a mechanism by which the group can monitor and assess losses to the shared collection.

To my knowledge, this has never really been feasible. As mentioned above, with GreenGlass we may be able to do this online with some agreed upon guidelines.

1. Data refresh

Libraries may choose to take part in a data refresh with updated circulation data and additional libraries’ holdings at regular intervals (anticipated every 3-5 years). Data refresh will provide additional withdrawal opportunities and extend the shared collection. It may also provide opportunities to redistribute retention loads.

Participant libraries will not be *required* to refresh their data. If a library elects not to refresh they will not be held responsible for retaining additional titles. They will remain responsible for their existing retention titles for the period of time they originally agree to unless notified that the refresh has resulted in the removal of titles from their retention lists.

Do we want to use a different word for “refresh”? Expansion, reanalysis, update?