

## Agreement for Participation in Merlin: a Shared Automated Services System

This agreement is made by and between the Northern Waters Library Service (NWLS) and the \_\_\_\_\_ Public Library.

### 1. Organization

The Merlin Consortium is organized according to the Bylaws of the Merlin Consortium approved by the NWLS Board of Trustees on January 23, 1999. NWLS is established according to Wisconsin Statutes Chapter 43.15 and operated through the authority of the NWLS Board of Trustees.

### 2. Definitions

**Central site equipment:** processors, disk storage capacity, and other hardware as supplied to implement the automated system.

**Communications equipment:** devices, which connect communication lines to the central site equipment.

**Frame relay:** a method for effectively routing frames of information across a wide area network.

**Local costs:** costs for items purchased by the local library site.

**MARC records:** Machine Readable Cataloging bibliographic records, which are structured according to national library standards.

**Member libraries:** Public libraries in good standing of the Northern Waters Library Service that sign this agreement to participate in the shared automated system, Merlin are member libraries. Other libraries, including school and academic, as authorized for participation by the NWLS Board of Trustees are member libraries.

**Merlin:** the name assigned to the consortium of libraries working to share resources through an automated system. A Merlin is also a falcon indigenous to the northwestern region of Wisconsin.

**Resource sharing:** loaning of items among libraries for the purpose of providing materials for patrons according to their needs and interests.

**Shared costs:** costs to be borne jointly by the Consortium members.

**Software:** computer programs of the vendor for operation of the system.

**Station:** the portion of the network at which the user transacts the basic library functions.

**System:** Northern Waters Library Service.

### 3. Contract statement

The Innovative Interfaces Incorporated is the software vendor for this project per the terms of the contract signed July 16, 1999.

### 4. Guidelines for new members

See NWLS web page for ongoing communication for members.

### 5. Cost sharing responsibilities

#### A. NWLS Responsibilities

The role of Northern Waters Library Service is directed by its statutory obligations to provide specific services to member public libraries within its service area. Any contribution to Merlin from NWLS must be consistent with its statutory responsibility to support and encourage resource sharing.

NWLS agrees to act as the agent for the Merlin Consortium in the implementation of the project according to the directives of the Consortium.

### **B. Local Responsibilities**

1. Each full participant shall pay a shared annual cost. Annual Merlin contributions are based on a four part formula (which excludes NWLS and Phelps School): a \$1500 membership fee for each library; a percentage based on collection size; a percentage based on circulation; and a credit or surcharge applied based on net lending or borrowing activity. (adopted 2012)
2. Each full participant shall reimburse NWLS for any equipment, materials, stations, and supplies obtained through NWLS used in the installation of the automation system and access to the frame relay wide area network.

## **6. NWLS responsibilities**

- A. Arrange for the physical housing of the System Server.
- B. Keep the system adequately supplied and insured.
- C. Make the System available for use during the hours of operation of all the participating libraries.
- D. Arrange for maintenance functions as required.
- E. Ensure that the performance standards contained in the contract with the vendor are met. Conduct regular evaluations with input from users and library staff.
- F. Manage and coordinate necessary staff to maintain and operate the System during normal NWLS business hours. Support staff shall be on call at any hours the member libraries are normally staffed.
- G. Coordinate and manage the activities required to maintain the integrity of the database.
- H. Work with telecommunications service providers, to maintain communications links.
- I. In conjunction with the Merlin Advisory Committee, communicate regularly with members through reports and notices.
- J. Coordinate and conduct training sessions.
- K. Plan for replacement, modification and enhancement of the System.
- L. Merlin funds shall be managed by NWLS according to the fiscal practices and policies as established by the NWLS Board.
- M. All other duties necessary for the operation of the automated System.

## **7. Member Responsibilities**

- A. Libraries agree to abide by and support the bylaws and decisions made by the Merlin Consortium Board including upgrades and updates.
- B. Libraries are willing to train their own staff and answer questions of staff of other NWLS libraries.
- C. Provide Merlin staff with access to the library building as needed.
- D. Carry out the responsibilities for adding holdings to the database according to the annual NWLS member library agreement.
- E. Library Directors and staff participate in ongoing CE.

- F. Libraries send representation on a regular basis to participate in Consortium meetings.
- G. Libraries provide NWLS with data as requested to assist in funding applications and subsequent evaluations.
- H. Libraries keep and maintain all inventory, labeling and record keeping as requested by the network administrator.
- I. Libraries agree to pay their share of Merlin costs on time, as determined by the Consortium each year.

## **8. Insurance**

NWLS shall maintain in effect a standard business computer insurance policy covering the central site equipment, insuring against risks of loss or damage for an amount equal to the replacement cost, subject to the usual conditions, stipulations and exceptions. NWLS does not provide insurance for the local site equipment held title to by the local library.

## **9. Title to Equipment and Software**

Any hardware, software, or infrastructure funded by grants to the Consortium shall be used in accordance with the grant specifications.

After execution of this agreement by the Library, title to the Dell Celeron station provided by NWLS to the Library shall transfer to the Library.

## **10. Sharing Resources**

All bibliographic items, patron and other records entered into the system are and shall remain the property of the participating libraries. The participating libraries shall have the right to extract such data in industry standard formats at their own cost.

*NWLS member libraries agree to participate in resource sharing according to NWLS policies, including making certain its new materials appear on the area-wide database and lend all materials to other libraries (subject to such reasonable limitations as agreed to between the library and NWLS). Maintenance of an accurate holdings list is a requirement for participating in interlibrary loan.*

*(Source: NWLS Member Library Agreement)*

## **11. Term of agreement**

- A. The term of this agreement shall be five years from date of signing. After the initial five years, this agreement shall be automatically renewed and extended for one-year terms indefinitely.
- B. Any participant in the Merlin Consortium may elect to terminate participation.
  - 1. Participation may be terminated effective December 31 of a given year, by giving notification in writing of the intent to terminate, prior to July 1 of the same year.
  - 2. Any library, which has terminated its participation in the Merlin Consortium, shall have no claim to any assets of the Consortium.
  - 3. Any library, which has terminated its participation in the Consortium, shall retain ownership of its local hardware.
  - 4. Any library, which has terminated its participation in the Consortium, shall pay NWLS the cost of extracting a copy of the library's records

from the database and purging all but the library's holdings data from the Merlin database.

**12. Amendments**

This agreement may be amended by the Merlin Consortium with the approval of a two-thirds majority of the licenses and a two-thirds majority of the participants, at any time and after adoption by the NWLS Board.

**13. Indemnification**

Merlin members agree that for any circumstances whereby NWLS acts on behalf of the Merlin Consortium or Merlin members as their agent, they shall indemnify, hold harmless and defend the NWLS, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action together with any and all losses, costs or expense, including attorney fees, in connection with or related to the agency, during the terms of this Agreement unless such liability arises out of the sole negligence of the NWLS. Said indemnification shall be the joint and several liability of Merlin members at the time of the occurrence or injury which gives rise to the claims, demands, damages, actions or causes of action.

By approving and signing this Agreement, the Library agrees to participate in the Merlin Consortium in accordance with the terms and conditions presented.

Northern Waters Library Service

Member Library

\_\_\_\_\_  
System Director

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

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Date

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