



## WASHINGTON RESEARCH LIBRARY CONSORTIUM MEMORANDUM OF UNDERSTANDING

### Shared Collection Print Monograph Retention

This Memorandum of Understanding (“MOU”) will set forth the agreement of the Washington Research Library Consortium (hereinafter, the “WRLC”) and its participating institutions identified below (hereinafter, the “Participating Libraries”) regarding the retention of print monographs.

#### Goals

The Washington Research Library Consortium Library Directors Council approved the following Shared Collection Vision and Mission at its meeting on April 4, 2014.

##### *Shared Collection Vision*

The partners in the Washington Research Library Consortium will provide our users with a shared collection, making available the richest possible array of information resources to ensure the success of learning and scholarship.

##### *Shared Collection Mission*

The Washington Research Library Consortium will leverage our collective resources by coordinating with each other and collaborating nationally in the creation, acquisition, access and preservation of information, knowledge and cultural heritage.

In furtherance thereof, the WRLC and the Participating Libraries enter into this Memorandum of Understanding to achieve these goals:

- Coordinate, retain and share the widest possible array of information resources in our collections.
- Preserve rarely held items.

#### Guidelines

1. The Participating Libraries commit to preserving rarely held monographic titles. The Participating Libraries agree to retain those monographic titles for which there are 10 or fewer copies listed in WorldCat as being in the United States, based on the analysis of the Participating Libraries’ collections performed by Sustainable Collection Services in 2014.
2. The Participating Libraries commit to retain no fewer than two copies of each edition of a monograph, in addition to all monographs for which there is a single copy among the Participating Libraries. Exceptions can be made by the Coordinated Collections Committee, as noted below.
3. This document is to be understood in conjunction with the policies governing offsite storage [<https://www.libraries.wrlc.org/content/wrlc-offsite-storage-policies>].

## **Commitment**

The WRLC and the Participating Libraries commit to work collaboratively to retain monographs identified as retention copies. The commitment embodied in this Memorandum of Understanding is to work in consultation with each other to responsibly, collaboratively and transparently manage the shared print collection that is a result of our joint withdrawal and retention actions. Review and reaffirmation of the agreement will occur at five (5) year intervals, or when a request is supported by a simple majority of Library Directors Council or the WRLC Board of Directors.

## **Release from agreement terms**

An individual institution may be released from this agreement for reasons beyond that institution's control such as a disaster or financial exigency. If a WRLC Library is seeking release because its collections will be liquidated, it will use its best efforts to transfer to WRLC those parts of its collection which are notated as retention copies. Should an institution need to be released from this agreement for other purposes, that library is expected to ensure that any retention copies remain perpetually available to the WRLC for its Participating Libraries, either through allowing the WRLC to acquire those segments of the library's collections or through ensuring perpetual access from a trusted repository which will be made available to the WRLC and the Participating Libraries at no cost. Any institution seeking to be released from this agreement is expected to provide six months written notice of withdrawal and identifying redistribution options among the remaining group members.

Should a member institution withdraw from the WRLC, then that institution will continue to work in good faith to provide timely access to materials (i.e., meeting the current service level in place among the participants) to WRLC users for those items for which they assumed retention commitments.

## **Role of WRLC**

WRLC will act as the agent for this initiative in ways that facilitate its success such as monitoring borrowing and lending, coordinating communication among participant libraries, managing and providing services to operate the Shared Collection Facility, and communicating with external vendors, as appropriate. The WRLC will prepare and maintain a disaster prevention and response plan to prevent, mitigate and respond to potential emergencies and disasters. WRLC will ensure that the Library Directors Council reviews this MOU at least every five years.

## **Participant Libraries**

Participation is open to libraries that are members of the Washington Research Library Consortium and may, by approval of the WRLC Board of Directors, be open to other libraries that wish to join. Any WRLC Participating 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.

## 1. Charter Participating Libraries

- American University
- Catholic University of America
- Gallaudet University
- George Mason University
- George Washington University
- Georgetown University
- Howard University
- Marymount University
- University of the District of Columbia

## 2. Addition of new participant libraries

New libraries may choose to participate either through joining WRLC or by negotiating a special agreement with the WRLC. Should a new library join this agreement, they would be full participants and, thus, be bound by this agreement. Should a new library choose to join this agreement without joining WRLC and then decide to withdraw, then that institution will guarantee perpetual access rights at no cost to WRLC or the Participating Libraries for those items for which they assumed retention commitments.

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

This agreement covers print monographs formally identified as retention copies

### **Ownership and location of resources**

Participating Libraries will maintain ownership of their designated retention titles. Retention titles will be housed in facilities operated or shared by the owning library or at the WRLC Shared Collections Facility.

### **Maintenance of the shared collection**

Each Participating Library will use its best effort to maintain, house, preserve, and make available the titles on its respective retention list. The Participating Libraries will prepare and maintain a disaster prevention and response plan to prevent, mitigate and respond to potential emergencies and disasters.

### **Protection of retention list titles**

Each Participating Library is expected to take appropriate local steps to protect its retention titles from discard and to keep the retention copy in reasonable repair or replace the copy, if necessary. Records for retention copies will be marked in the catalog. Copies that are withdrawn in favor of a consortially held retention copy will be marked in the holdings information and the record will be suppressed.

**Damaged, lost, missing and replacement copies**

If an item that is marked as a retention copy is either lost or is badly damaged and another Participating Library has a non-retention copy, then that copy will be marked for retention. If there is not an additional copy among the Participating Libraries, then the Participating Library which has the original retention commitment will make a good faith effort to replace or preserve the lost or damaged copy. For those that are not replaced or preserved, once a year the Coordinated Collections Committee, or its successor, will review the list of lost or damaged titles for which we have been unable to replace or repair a retention copy and make a determination if further action is desirable.

This MOU may be amended with the consent of the WRLC and a majority vote of the Participating Libraries, provided, however, that if any amendment shall have the effect of materially increasing the costs or responsibilities of any Participating Library, any such Participating Library may withdraw from this agreement by giving thirty days written notice to the WRLC, provided, however, that if a Participating Library shall withdraw from this agreement, it shall retain responsibility for maintaining and making available the retention copies of monographs in its possession.

This MOU is entered into for valuable consideration, receipt of which is hereby acknowledged by the WRLC and each Participating Library. This MOU may be executed in multiple counterparts, each of which shall be considered an original and together make up one and the same agreement.

In witness whereof, the parties have caused this MOU to be executed by their duly authorized officers as of the day and date below written.

WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: TRIA Co 12/12/14

THE AMERICAN UNIVERSITY

By: Scott A. Bean 12/19/14

Attest: Maria C. Bueno

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: [Signature] 12/12/14

THE CATHOLIC UNIVERSITY OF AMERICA

By: Mark M. Mayo 11/5/2015

Attest: [Signature] 11/5/2015

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: T. R. A. Long 12/12/14

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

By: Rachel Kelly 1/16/2015

Attest: D. S. Baul 1/16/15

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: T. R. C. 12/12/14

GALLAUDET UNIVERSITY

By: Carol J. King 12/23/14

Attest: Tiffanee Barnes 12/23/14

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: T. H. Lee 12/12/14

THE GEORGE WASHINGTON UNIVERSITY

By: Lee K. Lee 12/19/14

Attest: Monica J. M. H. 12/12/14

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: T. H. A. Kelly 12/12/14

GEORGETOWN UNIVERSITY

By: Robert M. Gross 1/5/15

Attest: Thi Whitmes 14 Jan 15  
witnessed on 5 Jan 15

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mark D. Jacobs 12/12/14

Attest: T.H.A. Lee 12/12/14

HOWARD UNIVERSITY

By: Michael R. Blumenthal 1/8/15

Attest: Joyce Stewart 1/8/15

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WASHINGTON RESEARCH LIBRARY CONSORTIUM

By: Mach D. Jacobs 12/12/14

Attest: T. Kelly 12/18/14

MARYMOUNT UNIVERSITY

By: Ann Marie Hughes 1/8/15

Attest: Judy Motley 1/8/15