

Georgia Library Public Information Network for Electronic Services The PINES' Membership Agreement

I. Purpose

This Membership Agreement outlines the initial agreements that form the basis for a library system's (the "Library System") membership in Georgia Library Public Information Network for Electronic Services (PINES).

II. Mission

The purpose of the Georgia Library Public Information Network for Electronic Services is to provide the State's citizens with free and reliable access to Georgia public library collections and information through an Internet-based multi-system union catalog.

III. Membership

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

- (1) Accept and follow the Bylaws of PINES.
- (2) Successfully implement and meet the Goals of PINES.
- (3) Abide by the PINES Code of Ethics.
- (4) Accept and comply with the provisions of contractual agreements made by the Georgia Public Library Service, a program of the Board of Regents of the University System of Georgia (the BOR/GPLs) on behalf of member libraries and to accept responsibility for the acts of its own employees related to these matters.
- (5) Participate in the Georgia Library PINES users group (Membership) by attending the PINES Annual Membership Meeting, and in areas whereby the PINES Membership counsels the Executive Committee or BOR/GPLs on governance and community. Representation in the Membership is either by the Library Director or designee(s).
- (6) Conform to established policies, procedures, protocols, and regulations developed and agreed to by the Membership, the Executive Committee, or BOR/GPLs.
- (7) Input, maintain, and share bibliographic records according to the standards developed and agreed to by the Membership, the Executive Committee, or

BOR/GPLS.

- (8) In order to achieve and maintain a quality PINES database the library system wishing to become a PINES member library will follow the guidelines outlined in "Strategies for a Quality Database" and agree to database cleanup in order to increase the match ratio for records between their database and the existing PINES database.
- (9) Enter its retrospective bibliographic holdings into the PINES database within one year of going live and input newly acquired titles on a continual basis, according to the standards developed and agreed to by the Membership, the Executive Committee or the BOR/GPLS.
- (10) Input, maintain, share, and keep confidential patron records according to the standards developed and agreed to by the Membership, the Executive Committee or the BOR/GPLS.
- (11) Lend library materials to patrons of all participating libraries without charge.
- (12) Maintain and connect equipment that is compatible with PINES.
- (13) Restrict the creation of data records and operations of the Library System to authorized, trained staff.
- (14) Ensure library staff participation at all appropriate training and continuing education programs.
- (15) Process inter-library requests and transactions within a minimum of three (3) working days if materials are available. Materials must be returned to lending or intransit library within a minimum of three (3) working days.
- (16) Develop and adhere to a weed (purge) plan.
- (17) Participate in the electronic and physical delivery of services as defined by the Membership, the Executive Committee or the BOR/GPLS.
- (18) Enter accurate information on all PINES related transactions and statistics.
- (19) Maintain standards and practices of collection development and not reduce acquisitions by reliance upon the collections of other participating PINES libraries.
- (20) Refrain from internal library policy changes that would adversely affect other participating PINES libraries.
- (21) Designate a representative to serve as the Library System's PINES liaison who shall communicate with the BOR/GPLS staff on implementation and operations.
- (22) Regularly participate with the Membership, the Executive Committee, or the BOR/GPLS in review of operations of PINES on a frequent basis and participate in joint development of plans.
- (23) Participate in the activities of the Membership by providing staff representation and service to various committees, task forces, and forums sponsored by the Membership, the Executive Committee or BOR/GPLS.

The violation of any provision, policy, or requirement that is not corrected within 60 days after written notice of the violation is given by BOR/GPLS will constitute default under the terms of this Agreement. The BOR/GPLS may take possession of the equipment as

provided by law.

IV. Database – Bibliographic Records and Holdings

The Library System shall be deemed to have retained title to the Library System's databases at all times, unless the Library System transfers the title to the BOR/GPLs. The Library System shall incur all costs to remove bibliographic records and holdings information from the database, in the event the Library System chooses to no longer participate in the PINES Program, or is asked to cease participation due to a violation of any provision, policy, or requirement that is not corrected within 60 days after written notice of the violation is given.

V. Equipment and Software

The BOR/GPLs shall maintain the equipment and software that operates and supports the PINES bibliographic and patron database including the library management system in good repair and operating condition. The BOR/GPLs shall pay costs required to maintain this equipment. Such costs shall include software/hardware upgrades, communications, associated labor, materials, parts, and similar items.

VI. Statement of Authority

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

VII. Termination of Agreement

This Agreement may be terminated by either party upon 180 days written notice to the other party.

In the event that the source of payment for the program no longer exists or is insufficient with respect to the services, then this contract, shall terminate without further obligation of BOR/GPLs as of that moment. The certification by the BOR/GPLs's State Librarian of the events stated above shall be conclusive.

VIII. Modification/Amendment

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

IX. 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 Georgia Public Library Service:

Julie Walker, State Librarian
Georgia Public Library Service
Board of Regents of the University System of Georgia
1800 Century Place, N.E., Suite 150
Atlanta, Georgia 30345-4304

Notices for Library System:

Live Oak Public Libraries
2002 Bull Street
Savannah, GA 31401
912-652-3600

X. Acceptance of Agreement

This Agreement is made effective as of _____, _____ between BOR/GPLs and _____ **Library System**. The Agreement shall remain in effect until terminated in accordance with the provisions of this agreement.

As legally authorized representatives of the Library System and the BOR/GPLs, we agree by signing this document to abide by all of the terms and conditions stated in this Membership Agreement in the Georgia Library Public Information Network for Electronic Services (PINES).

Accepted by:

Georgia Public Library Service, Board of Regents of the University System of Georgia

By: _____ Date: _____

Library System Name :

By: _____ Date: _____

_____, System Board Chair

_____, Director