

LIBRARY SERVICE AGREEMENT
BY AND BETWEEN
TEXAS A&M UNIVERSITY
AND
PRIVATE ACADEMIC LIBRARY IN TEXAS

This Library Service Agreement (“Agreement”) is hereby entered into between Texas A&M University, a member of The Texas A&M University System, an agency of the state of Texas, on behalf of Texas A&M University Libraries (“Texas A&M”), and (PRIVATE ACADEMIC LIBRARY IN TEXAS), located in _____, Texas (“”) as of the date of last signature below (“Effective Date”). Texas A&M and _____ may be referred to individually as “Party” or collectively as “Parties”.

The Parties agree as follows:

I. TERMS OF ACCEPTANCE AND STORAGE

1. (PRIVATE ACADEMIC LIBRARY IN TEXAS), agrees to irrevocably transfer to Texas A&M, and Texas A&M agrees to accept from (PRIVATE ACADEMIC LIBRARY IN TEXAS), little-used print volumes (“the Materials”) for storage in the Joint Library Facility located at the Texas A&M University RELLIS Campus in Bryan, Texas (“JLF”). The materials transferred by (PRIVATE ACADEMIC LIBRARY IN TEXAS) will have the following characteristics:
 - a. Materials will not duplicate content already housed in Texas A&M University Library, or at the JLF or already identified for transfer from a participating institution as indicated on the JLF website. (PRIVATE ACADEMIC LIBRARY IN TEXAS) is responsible for verifying non-duplication. Should duplication occur, Texas A&M can dispose of the duplicate version in its sole discretion.
 - b. (PRIVATE ACADEMIC LIBRARY IN TEXAS) will verify that no rare materials or special collections will be sent to JLF that they do not want to go out on loan to other libraries.
 - c. (PRIVATE ACADEMIC LIBRARY IN TEXAS) will verify that materials have an individual item record with a unique scan-able barcode entered in the record and on the item.
 - d. The (PRIVATE ACADEMIC LIBRARY IN TEXAS) will verify that materials going to JLF must have an OCLC record and their OCLC and/or SERHOLD symbol changed to the Joint Library Facility’s symbol.
 - e. When sending material to JLF, (PRIVATE ACADEMIC LIBRARY IN TEXAS) must meet the following: JLF’s Guidelines and Criteria for Selection of Materials, Recommendations for Processing Materials, and JLF’s Condition Review and Requirements found on JLF’s website.
2. Upon receipt of the Materials by Texas A&M, all right, title and interest in the Materials shall transfer from (PRIVATE ACADEMIC LIBRARY IN TEXAS) to Texas A&M.

3. (PRIVATE ACADEMIC LIBRARY IN TEXAS) agrees that should Texas A&M determine at some point in the future and in its sole discretion that it is impossible or impracticable to house the Materials at Texas A&M facilities that Texas A&M may dispose of the Materials consistent with state law and Texas A&M System policies and regulations.
4. Texas A&M agrees to maintain the volumes in the JLF facility. Storage of volumes in JLF is intended to be permanent. Should the JLF be expanded or remodeled and it is necessary to move the volumes on a temporary or permanent basis, the Texas A&M agrees to move and store the volumes in a storage facility with similar storage conditions and access protocols as the JLF. All costs of such transfer will be the responsibility of Texas A&M.
5. Within one hundred and eighty (180) days of the Effective Date of this Agreement, Texas A&M Libraries and (PRIVATE ACADEMIC LIBRARY IN TEXAS) agree to finalize a receipt and processing plan and timeline for delivery of the Materials and availability online.
6. (PRIVATE ACADEMIC LIBRARY IN TEXAS) shall have access to the Materials through the standard JLF interlibrary loan process currently utilized by Texas A&M.

II. GENERAL TERMS AND CONDITIONS

1. **Term.** The Term of this Agreement (the "Term") will begin on Effective Date and will remain in full force and effect for five (5) years from the Effective Date ("Initial Term"). The Parties, upon written agreement, may agree to renew this Agreement for an additional 5 years term ("Renewal Term").
2. **Termination.** Either Party May terminate the Agreement upon 6 months' written notice to the other Party. (PRIVATE ACADEMIC LIBRARY IN TEXAS)'s access to the Materials through the standard JLF interlibrary loan process shall survive the termination of this Agreement.
3. **Compensation.** For the services rendered by Texas A&M under this Agreement, (PRIVATE ACADEMIC LIBRARY IN TEXAS) will provide compensation (the "Compensation") to Texas A&M University Libraries as follows:
 - a. \$4.10 per volume delivered to Texas A&M University Libraries.
 - b. Expenses incurred by Texas A&M to properly store the Materials excluding utility charges. This could include re-barcoding items, placing OCLC number in record and placing Texas A&M University Libraries property stamp.
 - c. All transfer costs for the Materials, including but not limited to shipping the Materials from (PRIVATE ACADEMIC LIBRARY IN TEXAS) to the JLF.
4. **Public Information.** (PRIVATE ACADEMIC LIBRARY IN TEXAS) acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement.

5. **Governing Law and Venue.** The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any component of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or component, as applicable, is located. At execution of this Agreement, such county is Brazos County Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

6. **Non-Waiver.** (PRIVATE ACADEMIC LIBRARY IN TEXAS) expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

7. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. Texas A&M and (PRIVATE ACADEMIC LIBRARY IN TEXAS) can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed to as follows:

Texas A&M: Texas A&M University Libraries
 5000 TAMU
 College Station, TX 77843-5000
 Attention: Dean
 Phone: (979)845-8111
 Fax: (979)845-6238
 E-mail: davidhcarlson@tamu.edu

(PRIVATE ACADEMIC LIBRARY IN TEXAS): _____

 Attention: _____
 Phone: _____
 Fax: _____
 E-mail: _____

8. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the provision of Library Services supersedes all other written or oral understandings or agreements between the Parties. No variation or modification of this Agreement and no waiver of their provisions shall be valid unless in writing and signed by the duly authorized officers of (PRIVATE ACADEMIC LIBRARY IN TEXAS) and Texas A&M.
9. Authority: Each individual executing this Agreement on behalf of any Party expressly represents that he/she has authority to do so, and thereby to bind the Party for which he/she signs, to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of last signature below.

Texas A&M University
By:
President

(PRIVATE ACADEMIC LIBRARY IN TEXAS)
By:

Date:

Date:

ENDORSED BY:
University of Texas
By:
Vice Provost and Director
University of Texas Libraries

Date: