

**Host Institution Agreement  
Between  
The Curators of the University of Missouri and  
the Missouri Coordinating Board for Higher Education  
On Behalf of the Membership of the MOBIUS Consortium**

**1. Introduction and Purpose.**

1.1. Introduction.

As the sponsoring state agency for the MOBIUS Consortium, the Missouri Coordinating Board for Higher Education (MOCBHE) has been appropriated funds for the operation of the Common Library Platform. This agreement provides for the payment of funds by the MOCBHE to The Curators of the University of Missouri (UM) for services provided under the terms of this agreement. The MOBIUS Consortium has approved the selection of the University of Missouri (UM) to serve as the host institution for those services defined in this agreement. The "MOBIUS Memorandum of Understanding," as authorized by the chief executive officers of the member institutions, provides for the establishment of the host institution. This Host Institution Agreement is intended to support and fulfill the provisions of the Memorandum of Understanding, which is attached as Appendix A, and should not be construed to contradict or negate any provisions of the Memorandum of Understanding.

As host institution, UM will provide services defined in this agreement for the purpose of supporting the MOBIUS Consortium. UM will establish a unit called the MOBIUS Consortium Office within the Information Technology Division to carry out the terms of this agreement.

1.2. Purpose.

The purpose of this Host Institution Agreement is to specify the services to be provided and the terms under which these services will be provided.

**2. Definitions.**

2.1. MOBIUS.

The name MOBIUS refers to the consortium of Missouri academic institutions that has organized itself, under the sponsorship of the Missouri Coordinating Board for Higher Education, to pursue those goals defined in its Memorandum of Understanding. As host institution to the MOBIUS Consortium, the office sponsored by UM is identified as the MOBIUS Consortium Office.

2.2. Common Library Platform.

The Common Library Platform (CLP) is the project, jointly funded by the state of Missouri and by the members of the Consortium, to implement direct patron borrowing among Consortium members using automated library system software from one vendor.

### 2.3. MOREnet.

MOREnet is the internet service and network services provider for education and state government in Missouri and has been designated by the Consortium as the network services provider for the CLP.

### 2.4. Member.

In this agreement, the label Member refers to a single institution that is a member of the Consortium.

### 2.5. MOBIUS Consortium Funds.

In this agreement, the label MOBIUS Consortium Funds refers to funds appropriated by the state of Missouri to the MOCBHE for the purpose of supporting MOBIUS Consortium projects and operations, to funds provided directly by Members of the Consortium, and to funds received for MOBIUS from other revenue sources.

## 3. Term.

The initial term of this agreement will begin on the date it is signed and extend until June 30, 2000. The UM Vice President for Information Technology and the MOBIUS Executive Committee will review the status of this agreement twelve months from its signing and will determine as a result of that review whether any adjustments are needed.

The agreement will be renewed each year thereafter, unless terminated pursuant to Section 10. If either party desires to modify any of the terms of this agreement prior to its annual renewal, such modifications must be presented and agreed upon during the annual assessment described in Section 8 of this agreement.

## 4. MOBIUS Systems.

This section describes the automated library systems and electronic information services that will be implemented and operated by the MOBIUS Consortium Office.

### 4.1. CLP System.

The CLP project will be implemented using integrated library system software from a vendor, Innovative Interfaces, Inc., which is currently under contract to UM as a result of a competitive bid process. The Mobius Consortium Office will negotiate an amendment to that contract which will address such issues as price, delivery schedule and payment schedule for the CLP project. Each CLP system will include but not be limited to the following functional modules:

- Direct patron borrowing
- Public Access Catalog including access to remote systems and web interface
- Acquisitions
- Bibliographic maintenance (with cataloging and authority control)
- Circulation control
- Electronic reserves
- Serials control
- Management information reporting
- Materials booking
- Full standards compliance (Z39.50 and Z39.2)

- Reports modules
- Masking records capability
- URL support
- Multimedia links
- Link to serials holdings from citation databases
- Ability to load electronic databases
- Conversion support

#### 4.2. MOBIUS Databases.

The MOBIUS Consortium Office may arrange, on behalf of the Consortium, Member access to electronic information resources, including reference works, abstracting and indexing databases, and electronic journals. In this Agreement these resources are known collectively as the MOBIUS databases. The MOBIUS Consortium will determine selection of electronic information resources.

#### 4.3. Additional Systems.

Additional automated library systems and electronic information services that are licensed for use by all Consortium members are automatically added to this Agreement.

### 5. **MOBIUS Executive Director.**

The MOBIUS Executive Director is a full-time position. The MOBIUS Executive Director will report to the UM Vice President for Information Technology and, in addition, will report to the MOBIUS Executive Committee as defined in the Memorandum of Understanding (Appendix A) and MOBIUS Consortium bylaws. The MOBIUS Executive Committee will recommend a candidate and salary for the Executive Director position to the UM Vice President for Information Technology. If the recommendations are acceptable to the UM Vice President for Information Technology, he/she will be hired by UM. The MOBIUS Executive Committee will conduct an annual evaluation of the MOBIUS Executive Director and make recommendations to the UM Vice President for Information Technology. The Executive Director will be responsible for performing those duties as agreed upon in writing by the Executive Committee and the UM Vice President for Information Technology. Once agreed upon, the duties will be appended to this agreement. Initially the UM Director of Library Systems will be appointed as MOBIUS Executive Director upon the signing of this agreement. By the end of the first year of this agreement the MOBIUS Executive Director will transition to full time basis, unless a review of the position's duties and workload by the UM Vice President for Information Technology and the MOBIUS Executive Committee indicates otherwise.

### 6. **MOBIUS Budget and Plan.**

The MOBIUS Executive Director will develop an annual implementation and service plan, a staffing plan, a facilities plan and budget for each coming year. The Executive Director will present these plans to the Executive Committee for review and approval. The MOBIUS Treasurer will present and propose adoption of the budget to the MOBIUS Executive Committee.

### 7. **Services.**

### 7.1. Support Services.

- 7.1.1. UM will provide human resources services in support of establishing and defining staff positions, recruiting and hiring candidates for positions and providing compensation for and evaluation of personnel. Costs will be billed as specified in Section 9.2.
- 7.1.2. UM will provide procurement services in support of specifying, bidding, and purchasing, licensing or contracting for products and services on behalf of the members of the Consortium. All purchasing and contracting on behalf of the members of the Consortium will be done according to the policies and procedures of UM. UM purchasing offices will process purchasing and contract documents. Costs will be billed as specified in Section 9.2.
- 7.1.3. UM will provide accounting services for operations it conducts on behalf of the Consortium. UM will establish an independent set of accounts for MOBIUS business operations, which are conducted on its behalf by UM. All financial transactions for the Consortium will run through these separate accounts. UM will provide separate and independent accounting reports for MOBIUS. Costs will be billed as specified in Section 9.2.
- 7.1.4. UM will provide data center service for locally installed MOBIUS systems in a secure limited-access facility that provides 24x365 operator support, conditioned electrical power supply with fail-safe backup, and appropriate environmental controls. Costs will be billed as specified in Section 9.1.
- 7.1.5. UM will provide MOREnet backbone access. Locally installed servers supporting MOBIUS systems will be connected directly to the MOREnet Hub Facility. The MOREnet Hub will be interconnected via at least two 45 mbps circuits to the MOREnet backbone. UM will provide this access at no charge.
- 7.1.6. UM will identify appropriate space and facilities for the MOBIUS Consortium Office as defined in the annual plan and budget. Costs will be billed as specified in Section 9.2. Should it be necessary to rent space for this office, all cost associated with preparing and using rented space will be charged as specified in Section 9.1.

### 7.2. Direct Services.

The MOBIUS Executive Director, in consultation with the MOBIUS Executive Committee and MOBIUS Council, will develop a Service Policy Agreement detailing the direct services that will be provided by the MOBIUS Consortium Office to the Members of the MOBIUS Consortium. The MOBIUS Service Policy Agreement will be incorporated into this Host Institution Agreement as an amendment upon approval by the parties to this Host Institution Agreement. The MOBIUS Service Policy Agreement will be completed no later than March 31, 1999.

## 8. Assessment.

- 8.1. The MOBIUS Consortium Office and the MOBIUS Executive Committee will cooperate in a formal assessment of the operation and management of the MOBIUS systems and the provision of direct and support services to the Consortium to insure that the terms of this agreement are being met, that the respective responsibilities are being carried out and that Member needs are being met. This assessment will be initiated by the MOBIUS Consortium Office by January 1 of each year and documented in writing and signed by the MOBIUS Executive Director and by the Chair of the MOBIUS Executive Committee by March 31. The UM Vice President for

Information Technology shall participate in the assessment process at the request of UM and/or the MOBIUS Executive Committee.

- 8.2. Assessment will include an evaluation of whether respective responsibilities are being carried out in a timely fashion and whether Member needs for consultation, information sharing and communication are being met.
- 8.3. In the event that an assessment results in a determination that there is a deficiency or problem that needs to be addressed, the assessment document will identify the mutually agreed upon remedy to be employed and the schedule for correcting the problem.
- 8.4. In the event that an urgent problem arises, the resolution of which cannot be delayed until the next scheduled assessment, either the MOBIUS Executive Committee or the MOBIUS Executive Director may request an immediate assessment meeting of the Mobius Executive Committee to discuss the problem and determine the solution to be taken. A request for such an assessment meeting will be honored no later than one week from the date of the request.

## **9. Charges.**

### 9.1. Direct Costs.

Direct costs, which include salaries and benefits for MOBIUS staff, goods and services procured on behalf of the MOBIUS Consortium, and UCS Data Center charges related to the housing and support of MOBIUS servers, will be paid from MOBIUS Consortium Funds. The goods and services to be procured on behalf of the MOBIUS Consortium will include, but are not limited to:

- computer hardware;
- computer software;
- database licenses;
- office supplies;
- data processing services;
- bibliographic utility services;
- space rental;
- office relocation costs.

### 9.2. Indirect Costs.

The University of Missouri and MOCBHE will negotiate indirect costs to cover services being provided to the MOBIUS Consortium Office.

- 9.3. The MOBIUS Consortium Office, as fiscal agent for the MOBIUS Consortium, will periodically invoice each Member for fees due from that Member. Such fees include the annual membership dues as detailed in the MOBIUS Memorandum of Understanding (Appendix A) and other charges as identified in the annual MOBIUS budget.

### 9.4. Legal Expenses.

In the event that the MOBIUS Consortium Office, as legal agent for the MOBIUS Consortium, is required to incur legal expenses, including attorney fees, such expenses will be paid from MOBIUS Consortium Funds.

**10. Termination/Withdrawal Conditions.**

If either party wishes to terminate this agreement, that party must provide 365 days notice to the other party. Terms, including the disposition of computer hardware and software, under which the agreement will be terminated will then be determined between UM and the MOCBHE.

**11. Effective Date.**

The terms of this agreement become effective upon signing and upon approval by the MOBIUS Executive Committee.

APPROVED AND ACCEPTED:

For the Curators of the University of Missouri

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dr. Manuel Pacheco Title: President, UM System

For the Missouri Coordinating Board for Higher Education

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dr. Kala Stroup Title: Commissioner for Higher Education

I certify that the MOBIUS Executive Committee has reviewed and approved the terms and conditions of this agreement at its meeting on \_\_\_\_\_, 19\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Cathye Dierberg Title: Chair, MOBIUS Executive Committee