



MEMORANDUM

March 20, 1996

TO: LAC

FROM: Herb Safford
Director of Library Service;

SUBJECT: JOINT MEMORANDUM: INTENT TO COOPERATE
[attached]

Attached is a memorandum signed yesterday by President Koob and President Brobst of Hawkeye Community College. This memorandum indicates the intent of UNI and HCC to cooperate in building a joint library automation system, building on our III/UNISTAR system. The next formal step in this project is the writing and signing of a formal contract, to which this memorandum is a precursor.

This has the potential to be a very significant regional cooperative project. We have some indication that Cedar Falls Public Library may wish to join in the development of this cooperative effort.

Please share this information with your departments, and retain this document.

JOINT MEMORANDUM: INTENT TO COOPERATE

THE UNIVERSITY OF NORTHERN IOWA AND HAWKEYE COMMUNITY COLLEGE

THE JOINT BLACKHAWK COUNTY LIBRARY AUTOMATION SYSTEM

THIS JOINT MEMORANDUM INDICATING INTENT TO COOPERATE made this nineteenth day of March," 1996, between the University of Northern Iowa, hereinafter referred to as UNI. and Hawkeye Community College, hereinafter referred to as HCC:

WHEREAS: UNI has in place an Innovative Interfaces Incorporated [III] integrated online automated library system [IOLS], and HCC has concluded that it would be more cost-effective to partner with UNI than to purchase a wholly independent IOLS,

NOW. THEREFORE, UNI and HCC mutually agree to the following:

1. It is the goal of both UNI and HCC to develop for HCC an IOLS, building on UNI's III system.
2. UNI and HCC will work together to identify the details of hardware, software, data communications, personnel, and other costs associated with realizing this goal in a mutually satisfactory fashion. Such negotiations are expected to result in a formal contract among UNI, III and HCC which will supersede this Agreement.
3. Neither UNI nor HCC intends to realize a monetary profit from this joint venture.
4. The parties agree to the extent that future system enhancements are determined to be desirable or necessary to either or both Libraries, the cost of acquiring such enhancements will be distributed on the basis of the anticipated benefit to each party and in accordance with the contract described in Section 2.
5. UNI and HCC agree that it is the intent of both parties that system response time on average will be kept equal for both parties and that a means will be developed to achieve and continue this equivalent response time.
6. UNI and HCC intend that HCC will pay for any system expansion, modification, maintenance, or personnel charges associated with the joint venture.
7. UNI and HCC agree that HCC will reimburse UNI for such training and UNI-provided consultation and service as is necessary to make the joint venture work at rates to be determined between UNI and HCC.

8. HCC agrees to be thoroughly familiar with and abide by the contract between UNI and III. HCC may form its own written agreements and/or contracts with III. Such written agreements or contracts shall not alter or supersede any contracts between UNI and III without prior written consent from UNI.
9. HCC agrees to designate a representative to serve as the Library Liaison. This individual will participate in day-to-day communications with the UNI Library Technologies and Systems Department staff on matters of system operation and in joint development of detailed plans for required actions.
10. In the event that UNI determines to replace its current Library automation vendor (Innovative Interfaces, Inc.) with another vendor, it will notify HCC in writing of such decision at least six months in advance of the date of terminating the agreement with Innovative Interfaces, Inc.
11. Each party's respective Library shall retain ownership of its bibliographic, holdings, patron, and transaction records as well as its portion of any and all other databases that may be incorporated in this joint venture.
12. Upon written request from HCC, UNI will provide, within six months, machine-readable copy, in industry-standard format such as provided by the functions and capabilities of the library automation system software, of data relating to the HCC Library's operation, including, but not limited to, biographic, patron, holding, and transaction records. To the extent that the data have been entered into the system in standard formats used by the III system, they shall be reproduced in standard format. UNI shall inform HCC in writing of the costs associated with recovering and copying said records, and HCC shall pay these costs.
13. In the event that either UNI or HCC wishes to terminate this Agreement, the party shall serve such notice by certified mail on the other party at least six (6) months in advance of the proposed termination date. Unless and until such termination action is taken, this Agreement will extend indefinitely. The parties to this Agreement may, by mutual agreement, amend it in writing at any time.
14. UNI anticipates entering into similar Agreements with other institutions. Such Agreements shall not modify or extend this Agreement without the prior written consent of HCC.

IN WITNESS WHEREOF, UNI and HCC have executed this Agreement by their duly authorized officers on the day and year so written and effective on the day and year above written.

UNIVERSITY OF NORTHERN IOWA

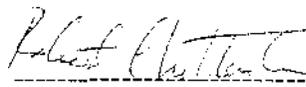


Witness



BY: -----

HAWKEYE COMMUNITY COLLEGE



Witness



BY: -----