

2CUL CONSORTIUM AGREEMENT

THIS AGREEMENT, dated as of March 3, 2014 is entered into by and between Cornell University and The Trustees of Columbia University in the City of New York.

WHEREAS, the Institutions seek to share library resources, collections, services and expertise to meet more effectively the 21st century research, teaching and learning needs of their communities;

WHEREAS, the Institutions have built and continue to strengthen a collaboration called 2CUL that supports both Columbia and Cornell libraries and their respective universities;

WHEREAS, the Institutions wish to consolidate the relationship and create the requisite infrastructure to support building deeper collections, developing new services, implementing shared technologies, and integrating operations to the extent feasible while maintaining their separate facilities;

WHEREAS, the Institutions seek to provide leadership working together to address major policy and economic challenges facing academic research libraries;

WHEREAS, the Institutions are pursuing grants and other sources of new revenue together to advance new knowledge about changes in scholarly communications and library support for education and to advance new innovative strategies and capabilities;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Subject to the terms and conditions set forth herein, the Institutions hereby establish a library consortium (the Consortium”) to be known as 2CUL. Each Institution is a founding member (“Founding Member”) of the Consortium.
2. Additional members may but are not required to be added to the Consortium under such terms and conditions as shall be unanimously agreed upon by the Founding Members.
3. The governing body of the Consortium shall be known as the Governing Board, and shall consist of the director of the libraries of each Institution and three other representatives of each Institution appointed by the Library directors of the respective Members. Each Member, however, is entitled to only one vote. A Member may not split its votes among the four representatives on the Governing Board.

4. In the case of formal votes, all decisions of the Board shall be made with the unanimous approval of the Members.
5. The Founding Members will develop and approve bylaws governing the work of the Board.
6. The Governing Board will focus on major strategies and policies relevant to the operation of the libraries, and determine what agreements and contracts need to be developed to coordinate, among other matters, cataloguing of collections, staffing needs and purchasing decisions. Each Institution shall be solely responsible for making its own decisions and entering into its own contracts with outside vendors, and other third parties, in accordance with its own applicable policies and procedures.
7. The Governing Board shall have at a minimum two meetings a year, at least one of which should be a face-to-face meeting, the physical location of the meeting rotating between New York City and Ithaca. Board business between meetings will be conducted through email or conference call.
8. Each Founding Member will appoint a 2CUL coordinator who is a senior library administrator and who will be accountable to advance the collaboration. The coordinators will report to their respective library directors and will be guided by the Governing Board's decisions and directions.
9. Other staff at each institution will take on responsibilities to support the goals of the Consortium, remaining employees of their home University. The nature of these assignments and the financial arrangements will be codified in agreements signed by both Founding Members.
10. The Governing Board shall create such standing and ad hoc committees as are determined to be necessary to properly fulfill the mission of the Consortium.
11. Independent Contractors. The relationship of the Founding Members is that of independent contractors, and nothing contained in this Agreement shall be construed to:
(i) give either Institution the power to direct and control the day-to-day activities of the other; (ii) supervise the employees of the other; (iii) constitute the Institutions as partners, agents and principals, or joint venturers, or (iv) allow either Institution to create or assume any obligation on behalf of the other for any purpose whatsoever. Any references to the Institutions being "partners" (or words of similar effect) are intended to convey the collaborative working relationship of the Founding Members and do not represent the intent to form a legal partnership.
12. Confidential Information. In the course of performance under this Consortium Agreement, including shared technologies and integrated operations, each Institution may

be provided with access to Confidential Information of the other. "Confidential Information" means business or financial information that is marked as "Confidential" or by its nature should reasonably be understood to be confidential.

In such event, Confidential Information shall be accessed and used solely for Consortium-related purposes. The receiving Institution agrees to use the same degree of care to protect the other Institution's Confidential Information as it would use to safeguard its own information of like nature, but no less than a reasonable degree of care. The receiving Institution may disclose Confidential Information only to its employees, contractors, or agents who need to know such Confidential Information in order to further the objectives of the Consortium, and will ensure that all such persons are informed about the confidentiality obligations associated with such Confidential Information.

In the event that the receiving Institution is required by law to disclose any Confidential Information of the other Institution, the receiving Institution will provide the other Institution with prompt notice so that the other Institution may seek a protective order or other appropriate remedy. In any event, the receiving Institution will furnish only that portion of the Confidential Information that it is legally required to furnish.

Neither Institution may disclose or provide access to Confidential Information that would constitute Education Records as that term is defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time ("FERPA"), without a separate agreement that meets the requirements of FERPA.

Upon termination of this Consortium Agreement, or upon the request of either Institution, the other Institution shall deliver to the requesting Institution all Confidential Information it has received pursuant hereto and all copies, extracts or other embodiments of such Confidential Information, and it shall certify to the requesting Institution that it has done so.

This AGREEMENT may be terminated and the Consortium dissolved by mutual agreement or by one Founding Member giving written notice to the other Founding Member of its intent to terminate. In the latter case, such termination and dissolution shall not become effective for a period of one year from the date of receipt by the non-terminating party of the notice of termination and dissolution. In the case of termination, the Founding Members will take appropriate steps to address any joint contracts and MOUs in force at the time of termination and dissolution. They will also make reasonable efforts to agree on terms and conditions for maintaining aspects of the collaboration that have benefitted both institutions.

Anne R. Kenney

Anne R. Kenney
Carl A. Kroch University Librarian
Cornell University

Mar 3 2014

(Date)

James G. Neal

James G. Neal
Vice President for Information Services and University
Librarian, Columbia University in the City of New York

March 10, 2014

(Date)