



## **MEMORANDUM OF UNDERSTANDING: SHARING OF SERVICES**

### **1. PREAMBLE**

This memorandum is intended to promote co-operation among University Libraries in order to enhance access to information resources within the ecosystem. As individual libraries are not in a position to meet all the requirements of their users, the establishment of a networked academic information ecosystem is essential for resource sharing. This memorandum will provide the framework to ensure the provision of equitable quality services by all participants.

### **2. MISSION**

CHELSA strives through visionary and visible transformational leadership to ensure that the Higher Education sector is provided with optimal access to information for the purpose of learning, teaching, research, innovation and community development. CHELSA will support knowledge management practices in academic and research libraries.

### **3. GENERAL COMMITMENT**

3.1 The heads of university libraries hereinafter referred to as parties committing themselves to this memorandum and undertake to collaborate with one another as implied in the Higher Education Act and to be of service to one another's clients as agreed to hereinafter.

3.2 This memorandum is not intended to impinge on any university library's autonomy. For the implementation and supervision of the functioning of this memorandum, the parties affirm that it be placed within the authority and duties of CHELSA.

3.3 The parties bind themselves to the enactment of the memorandum and they undertake to make available all reasonable resources and means in their libraries in the provision of the proposed service. Where a party is unable to carry out a specific clause of the agreement such party is obliged to refer the matter to CHELSA in terms of clause 11 of this agreement.

### **4. PROVISION OF SERVICES**

4.1 Each university library is individually responsible for, and will be expected to provide, core library and information services to all its users from undergraduate to research.

4.2 Each university library must provide for the needs of its own undergraduate as well as pre-masters students.

4.3 The parties do not make their libraries available to one another for use by diploma, undergraduate, honours and postgraduate diploma students.

4.4 The parties agree to make their libraries available to one another for use by academic and research staff and postgraduate Masters and Doctoral students; in terms of the conditions specified below:

4.4.1 The above does not preclude individual agreements between member libraries.

4.4.2 Institutions will deal with occasional visitors in terms of their established policies.

## **5. SPECIAL MEMBERSHIP OF OTHER LIBRARIES UNDER CERTAIN CIRCUMSTANCES**

### 5.1 Special membership of other university libraries

As agreed under clause 8, the general system with regard to mutual assistance and service rendering is based on the use of electronic means and of the interlibrary loan scheme. Under certain circumstances of merit, the head of a university library or a person duly authorized may approve special membership to persons described in clause 5 on presentation of a standard letter of introduction signed by the head of the library or a person duly authorized (see appendix for specimen). No other letter of introduction will be acceptable.

### 5.2 Letters of introduction issued by heads of university libraries

When a member of staff or a student (as described under clause 5 hereof) of a university wishes to use the library and information services of another university library, it will be necessary for the client to obtain a signed standard letter of introduction from the head of the library, or from a person who has been duly authorized, and to present such letter to the head of the hosting university library for acceptance. No other letter of introduction will be acceptable.

### 5.3 Grounds for issuing of letters of introduction

Letters of Introduction for special membership of a university library will not be provided to persons described in Clause 5 merely on the grounds of wishing to access a university library other than their home institution library.

Grounds for issuing Letters of Introduction should be:

- Evidence of inadequacy of the home institution library's resources in a particular academic area
- Special research requirements that cannot be met by the home institution library

Where a Masters or Doctoral student has registered at their home institution and in the opinion of the head of the university library or a person duly authorized is experiencing problems of access (for example,

a student registered for part time postgraduate study who lives at a significant geographical distance from the home institution), a signed letter of introduction may be issued for presentation at a university library nearer to the home of the student. The granting of special membership is at the discretion of the head of university library or a person duly authorized to whom the letter is directed based on grounds of inadequacy of resources and or special research requirements.

#### 5.4 Responsibility for borrowed material on the basis of issued letters of introduction

The university library issuing a letter of introduction on the grounds described in 6.3 accepts full responsibility for any material borrowed by the person to whom the letter of introduction has been issued, in their capacity as a special member of the host university library.

Any losses resulting from material that is not returned by the special member within the stipulated time will be recompensed in full by the responsible university library. Any action against the defaulting borrower will be instituted by the responsible library.

Upon payment of compensation by the responsible library to the library that incurred the loss, the latter hereby agrees to cede to the former its right, title and interest in and to any claim for loss or damages which it may have occurred against the borrower by reason of his/her default.

### **6. PROVISION OF LIBRARY SERVICES TO OTHER UNIVERSITIES WITH REGARD TO SPECIALIST FIELDS**

6.1 Access to another university library does not guarantee access to electronic resources. This will depend on the hosting library's license agreements.

6.2 Where certain universities develop specialised library collections in a particular discipline and/or format, this will be seen as a strengthening of the system as a whole, and these libraries shall provide services to other universities at a regional and, possibly, at a national level, under the stipulated conditions.

### **7. THE GENERAL SYSTEM OF MUTUAL ASSISTANCE AND SERVICE RENDERING**

As a general rule, it is accepted that the interlibrary loan system will be the general system of co-operation regarding sharing of information not freely available electronically. University libraries will make every effort to ensure that postgraduate students and staff are fully aware of the resources available in their home institution libraries and only in strongly motivated circumstances reflecting the grounds as set out in 5.2 will use be made of Letters of Introduction for special membership.

### **8. GENERAL RULES REGARDING MUTUAL ASSISTANCE AND SERVICE RENDERING BY UNIVERSITY LIBRARIES**

The parties undertake to render a regular and effective service to one another and one another's clients. The service and co-operation will be rendered in accordance with the normal working hours, internal policy, rules and procedures in force within each library.

## 8.1 Costs

The costs regarding mutual assistance and service rendering as intended in this agreement are regulated hereinafter unless libraries have mutually agreed otherwise and other arrangements have been made. Costs related to library access cards should be charged to the student or staff member.

## 8.2 Interlibrary loans

The parties hereto agree that university libraries will render interlibrary loan services in accordance with paragraph 8 and strictly in adherence with the guidelines laid down by the National Library of South Africa (NLSA), as contained in the manual for interlibrary loan services. Inter-loan facilities must be provided to staff and students by the home library and not by the hosting library.

All parties will, as far as it is reasonable and executable, respond to all interlibrary loan requests within 2 (two) working days after receipt thereof.

The parties furthermore agree that if unreasonable imbalances in services rendered should emerge from interlibrary loan statistics (as gathered by the NLSA and CHELSA), the problems should be addressed by the relevant parties and be resolved by mutual agreement.

Ariel will be applied as the preferred standard for electronic transmission and receipt of journal articles.

### 8.2.1 Free loan services

The parties agree to provide free loan services to one another and to apply the tariff structure as laid down by the NLSA to services rendered to non-members. As far as services rendered to libraries not party to this memorandum are concerned, the decision rests entirely with the university library, whether to deliver or charge for such services or not.

### 8.2.2 Inter lending costs

Inter lending loan costs are excluded from this memorandum and as such the following costs are payable by a university library to which assistance or services have been rendered in respect of matters addressed in this agreement:

8.2.2.1 The cost of telefax transmissions according to the tariffs laid down by the NLSA;

8.2.2.2 The cost of courier services.

8.2.2.3 The cost of services not included in the NLSA's tariff structure (for example the regular photocopying of lists of contents of certain journals or periodicals);

8.2.2.4 The cost of completing a full set of periodicals required for binding purposes include:

- a library which cannot obtain a particular issue of a periodical series from the publisher within a reasonable period, may borrow that issue from another library in order to make a photocopy;
- the lending library is not in a position to supply the original issue, a photocopy may be supplied on request, and
- the requesting library is to pay the cost of the copy in accordance with NLSA tariffs.

### 8.3 Observances of common law and statutory requirements

The parties acknowledge that the provisions of this arrangement do not entitle any person to transgress the provisions of the Copyright Act, Act No. 98 of 1978 and its amendments, or that of any other Act or legal rule.

## 9. LIST OF MEMBERS

A list of member libraries which co-operates in terms of this agreement is appended to this memorandum

## 10. INTERRUPTION OF SERVICES

In the event of unavoidable temporary interruption of services during scheduled working hours, and if such an event is known prior to its occurrence or could reasonably be foreseen, the affected university library shall try to inform all other parties timeously in advance of the interruption. The notice should be circulated by email or listservs i.e Sabinews or the Ariel-list.

If the interruption could not have been reasonably foreseen, it must be communicated to all other parties as soon as possible after its occurrence.

## 11. TERMINATION OF PARTICIPATION

A university library may, after countersigning this memorandum, withdraw from it, but such withdrawal will only occur under the following circumstances:

- 11.1 Due to the fact that an unavoidable situation arises or develops which makes it impossible for the affected party to continue its co-operation; and
- 11.2 That such party makes its intention known, at least three months in advance and in writing, to the Chairperson of CHELSA, in order that the other parties may be informed timeously of such withdrawal.

## 12. HANDLING OF DISPUTES

The parties agree that whenever problems and/or disputes arise regarding the practical execution of the provisions of this memorandum (including the standard of services so delivered) the relevant university libraries will first endeavour mutually to resolve the problem within one calendar month from the time that the problem arose and came to the attention of the parties.

### 12.1 Disputes regarding the practical execution of the provisions of this agreement

If the dispute cannot be resolved satisfactorily in this way or within the prescribed time, the matter must be referred to CHELSA and to the management of the institutions in writing by either or both parties involved, for investigation and a pronouncement within two calendar months from receipt of the submission.

### 12.2 Disputes regarding interpretation of the provisions of this agreement

12.2.1 In the event of a dispute between any of the parties regarding the interpretation and application of any provision of this memorandum, the dispute will be referred in writing to CHELSA by any of the parties for investigation and a pronouncement, within two calendar months from the date of receipt of the submission.

12.2.2 Should any of the parties involved or any other party to the memorandum, be dissatisfied with the pronouncement of the interpretation and application of a provision of the memorandum or if a pronouncement is not made within the prescribed period, the Executive Committee for CHELSA must be informed in writing forthwith.

### 12.3 Disputes over the behaviour of non-members

If a problem arises concerning the behaviour of an institution not party to this agreement, any party can refer the matter to the Executive Committee of CHELSA in writing, for investigation with a view to making a recommendation to CHELSA for corrective action. Such recommendation can include the suspension of all parties' services to such an institution and may also refer the matter to the NLSA for a pronouncement on the de-registration or refusal thereof as a member of the National Inter-lending Scheme.

## **13. GENERAL PROVISIONS**

13.1 All parties will endeavour to establish and maintain e-mail and other appropriate communication channels.

13.2 All parties agree to take all reasonable steps, within their financial means, to appoint and keep in service a sufficient number of competent and well-trained staff to ensure an acceptable level of assistance and service rendering to other parties.

13.3 It is specifically agreed that CHELSA should formulate policy and establish procedures - in co-operation with other institutions, if required - regarding the introduction of an acceptable evaluation system by which the performance levels of university libraries with regard to aspects covered by this memorandum could be determined with a view to the introduction of remedial measures in cases where performance levels are unacceptably low. It is the express intention that each university library, at the highest level, should accept such policy, to ensure the necessary support and sanction for the execution of this memorandum and to minimise possible shortcomings.

#### **14. MONITORING AND EVALAUTION**

All parties are under the obligation to report their holdings regularly:

- to the co-operative national bibliographic databases presently available through SABINET and SABINET Online, and
- to ensure that appropriate statistics are made available to CHELSA monthly;
- CHELSA to review statistics periodically at its OGM
- Consolidated statistics to be published and distributed to members for informed decision making.

#### **15. AMENDMENT OF THIS UNDERSTANDING**

This memorandum may be amended by CHELSA and with consensus of the parties to this memorandum.

#### **16. DISSOLUTION OF THIS UNDERSTANDING**

16.1 CHELSA can dissolve this memorandum if the parties to this memorandum have become too few to ensure a proper service as envisaged in this memorandum

16.2 The dissolution of this memorandum shall take place 3 (three) calendar months after the date on which each party to the memorandum has received written notification of the intended dissolution. Such notification shall contain the date of dissolution of the memorandum.

#### **17. ACCESSION TO THIS UNDERSTANDING**

CHELSA may invite any university library not a party to this memorandum to countersign this memorandum and thereby gain access to this memorandum.

#### **18. GENERAL COMMENTS/NOTES**

The document shall be reviewed and amended if required every second year for approval at the AGM.