

# The Virtual Academic Library Environment of New Jersey (VALE)

## Memorandum of Understanding

This Memorandum of Understanding articulates the rights and responsibilities of membership in the Virtual Academic Library Environment of New Jersey (VALE). Membership is open to New Jersey academic libraries in degree-granting institutions recognized by the New Jersey Commission on Higher Education and to the New Jersey State Library. Signatories to this document acknowledge and agree to be bound by the following terms and conditions:

- VALE member institutions shall abide by the VALE Bylaws as approved by the Council of New Jersey College and University Library Deans, University Librarians, and Directors.
- VALE members agree to abide by all the obligations inherent in the various elective VALE activities in which they participate.
- VALE member institutions agree that the Chair of the VALE Executive Committee is empowered to sign licensing agreements for databases to which they subscribe through VALE.
- VALE members shall observe all database license agreements for databases to which they subscribe through VALE and enforce to the best of their ability all restrictions and limitations outlined in such license agreements.
- VALE members shall meet their financial obligations to VALE and to the vendors with whom VALE has contracted by timely payment (within 60 days of receipt of invoices) of all VALE invoices to the Fiduciary agent; and the Fiduciary agent will not be held liable for an individual member institution's default on financial obligations to a vendor.
- VALE members agree to provide accurate and timely information concerning access to their library/institutional server to maintain remote access to VALE databases to which they subscribe.
- VALE members agree to contribute the time and expertise of their library administrators and staff, to the extent possible, to further the mission and goals of the VALE consortium.
- Upon recommendation of the Executive Committee, an institution's membership may be terminated if that member materially breaches its duties and obligations.
- A withdrawing or terminated member is not entitled to a refund of any service fees or assessments.

*By signature below, the authorized representative acknowledges having read and understood this Memorandum of Understanding and agrees to be bound by its terms and conditions.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Institution

\_\_\_\_\_  
Date