

RESPONSIBILITIES OF ESIG, NELINET, AND ESIG PARTICIPATING LIBRARIES

1. RESPONSIBILITIES OF ESIG

- 1.1 ESIG will designate an individual to serve as the principal contact for coordinating all efforts regarding NELINET.
- 1.2 ESIG will provide requested documentation to NELINET on a timely basis, or ESIG will provide NELINET with sufficient timely notification for a needed extension.
- 1.3 ESIG participating libraries will bear the responsibility for issues regarding the membership and the fulfillment of their responsibilities to ESIG and to ESIG-selected publishers and vendors, e.g., prompt payment by members (including bearing responsibility for late, or lack of, prompt payment).
- 2.5 ESIG agrees to notify NELINET at least sixty days in advance of any significant changes to this Agreement that are within the control of ESIG within a contract year.
- 2.6 ESIG will confirm receipt of the fees as received from NELINET, and confirm that all paid subscribers have full access to the system via IP address.
- 2.7 ESIG will confer with NELINET as needed from time-to-time throughout the Term to develop and carry out a mutually agreeable implementation plans, setting forth in detail the procedures for enrolling Subscribers and facilitating their access to the Licensed Works.
- 2.8 The members of the ESIG Working Group agree to reply to all requests on a timely basis. *If established deadlines are not met, NELINET may determine that the library may forfeit its ability to participate in that negotiation.*

2. NELINET RESPONSIBILITIES

2.1 General Administrative Services

- 2.1.1 Serve as primary external contact for the ESIG organization for business and general marketing purposes.
- 2.1.2 Provide membership management services, including the creation and maintenance of a membership database system.
- 2.1.3 Maintain ESIG business records, such as minutes of meetings and correspondence.

2.2 Financial accounting. NELINET will act as the business fiscal agent, but ESIG will bear the responsibility for informing ESIG members and the members will bear the responsibility to fulfill their legal and business obligations and responsibilities with publishers, vendors, and other parties for whom NELINET will act as the fiscal agent. Within the scope of this Agreement, NELINET will:

- 2.2.1 NELINET will create a deposit account for each participating library (see Exhibit C).
- 2.2.2 NELINET shall invoice the ESIG Participating Consortium Libraries 30 days prior to the subscription activation date for all electronic resource subscriptions.
- 2.2.3 Conduct invoicing and collections for annual membership dues and e-resource purchases in accordance with the customary practice of ESIG, except that no Subscriber will have the service initiated until NELINET validates that it has received payment in full for the Subscription.
- 2.2.4 Pay all bills, maintain the general ledger, and provide all management reports.
- 2.2.5 Provide online account access and management by authorized ESIG staff.
- 2.2.6 Provide banking functions, including handling of deposit accounts (if appropriate), handle all check deposits and check writing, ensure accurate monthly bank reconciliation, and coordinate the annual audit.
- 2.2.7 Provide members and the ESIG leadership with web-based access to their accounts, including the ability to view data online and download spreadsheets for offline manipulation.

2.3 Communications

- 2.3.1 At the request of ESIG, NELINET will attend the annual ESIG meeting, participate in ESIG Board meetings, and (if requested by ESIG) engage in meeting management (e.g., identify properties, make local arrangements, handle billing, etc.).
- 2.3.2 Submit a written annual report of activities to ESIG Board and provide other information as requested.
- 2.3.3 Create listservs for communication among ESIG members, such as a listserv for library directors, or a listserv for the e-resources working group members.

- 2.3.4 Create and distribute press releases (upon request).
- 2.3.5 Create and maintain a Web site for ESIG, e.g., to post the progress of e-resource offerings that are available or under development.
- 2.3.6 Continuously monitor the ESIG listservs to ensure that NELINET remains highly responsive to member suggestions and concerns.

2.4 *E-Resource Licensing and Management Services.*

- 2.4.1 Establish an E-Resources Working Group. This working group will serve as the primary point of contact. At the discretion of ESIG, this working group may include one individual from each institution, or may be a smaller representative group.
- 2.4.2 Inform and Facilitate the Working Group and Library Directors. At the election of ESIG, NELINET will provide licensing workshops (either in-person or electronically) for ESIG representatives who work with e-resource collections. The purpose of these workshops would be to enable each e-resource liaison to learn about their individual and collective ESIG responsibilities and obligations, and to provide information about best practices in consortial licensing. At the election of ESIG, NELINET will also provide the working group, the ESIG Board, or other designated groups with overviews about current issues in e-content, e-publishing and licensing, copyright compliance, the application of statistical data derived from different electronic products, scholarly communications, e-resource collection management, and other relevant concerns.
- 2.4.3 Identify and Refine List of Products to Pursue. Under this Agreement, NELINET will undertake licensing renewals for all ESIG agreements scheduled for renewal in that year, and will undertake licensing of up to five new products per year (not to exceed a total of 15 new licenses during the term of this Agreement. NELINET will survey members on their current and desired e-resources, and will gather the essential information to work with ESIG to establish the criteria for potential.
- 2.4.4 Create Communications Mechanisms.
 - a. NELINET will establish an electronic listserv for members to facilitate ongoing communication about products under consideration. NELINET will continuously monitor the listserv to ensure responsiveness to member suggestions and concerns.
 - b. NELINET will create and maintain a web site to post the progress of negotiations for products under development.
- 2.4.5 Solicit Member Information About Potential Offers. NELINET will annually conduct a web-based survey to collect information about current ESIG member e-resource subscriptions, and identify a core list of resources for future consideration. Group participants will be asked to indicate their level of interest in each potential resource, their financial ability to purchase that product, and other information important in the negotiation process, e.g., user population size and specific subscriber license requirements. NELINET will coordinate the scheduling of product demonstrations and free trials, manage the product evaluation process, and solicit evaluations of the products.
- 2.4.6 Rank Ordering of Products. Based upon the selection criteria and evaluations, NELINET will generate a rank-ordered list of resources to be pursued. The final list of resources and interest levels will be submitted to ESIG for approval. Once the final product list has been identified, NELINET will provide an action plan and timetable for each resource to be pursued.
- 2.4.7 Manage ESIG Institutional Member Profiles. NELINET will create and continuously update a database of ESIG member institution profiles. Except to share information as appropriate with bidders to ESIG, these profiles will be kept confidential, and will include standard data such as IP address ranges, user populations, subject specialties, current e-resources offered, institutional contact information, and other information that your group may choose to identify.
- 2.4.8 Develop an ESIG Model License. NELINET will propose to ESIG a model license. NELINET will make a reasonable effort to accommodate provisions specific to individual member institutions (as required by state or institutional authorities) provided that NELINET receives, to the greatest extent possible, sufficient prior notification from such ESIG members as to their requirements. Once approved by ESIG, the model will be used with publishers or vendors that are willing to adopt the ESIG model license. For publishers or vendors that chose not to adopt the license, NELINET will use the model as a checklist of preferences to compare against the publisher's or vendor's proposed license.
- 2.4.9 Solicit Proposals and Negotiate Agreements. For the e-resources chosen by ESIG, NELINET will work with each publisher or vendor to negotiate the best price and other terms and conditions.
- 2.4.10 Circulate Draft License. After a draft license agreement has been negotiated, NELINET will circulate that draft to the working group for review and comment, and inform them of any obligations or responsibilities under the proposed agreement. After the working group concerns have been addressed, the license will then be circulated to all potential subscribers.
- 2.4.11 Generate Orders. As appropriate on a license-by-license basis, NELINET optionally will handle all invoicing and billing arrangements, and provide a single payment to the publisher or vendor on behalf of ESIG.

- 2.4.12 Product Training and Product Support. At the request of participating libraries, NELINET will arrange with the vendor or publisher to provide appropriate training in the use of the product.
- 2.4.13 Reporting. NELINET will provide the ESIG library directors committee with regular reports (i.e., at least annually) on all aspects of the program management.
- 2.4.14 Renewals and E-Journal Management. NELINET will establish a database and a regular renewal process for e-resources already purchased by the group based on the schedule desired by the consortium. Optionally, this process could also include development or implementation of systems for e-journal management, including coordination of electronic and print subscriptions.

3. **RESPONSIBILITIES OF THE ESIG PARTICIPATING LIBRARIES.**

Throughout the Term, the Participating ESIG Libraries shall:

- 3.1 ESIG will provide requested documentation and payments to NELINET on a timely basis, or ESIG will provide NELINET with sufficient timely notification for a needed extension.
- 3.2 Distribute copies of Subscriber Agreements and the Terms of Use in the forms annexed hereto as Exhibits B and C to all Members that express an interest in becoming Subscribers and return signed copies to NELINET.
- 3.3 Make timely payment of all bills and invoices as supplied by NELINET in accordance with the customary practice of ESIG, and acknowledge that the Participating Library will not receive access to the electronic resource until NELINET validates that it has received payment in full for the Subscription.
- 3.4 Cooperate fully with ESIG and NELINET in the enforcement of the Terms of Use Agreements with Subscribers and use reasonable efforts to ensure that the Subscribers adhere to those terms
- 3.5 Participating Libraries shall not enter into a Subscriber Agreement with a Subscription Period extending beyond the end of the Term, unless approved by NELINET.
- 3.6 ESIG Participating Libraries will each designate specific staff to be in contact with NELINET. In particular, each Participating Library will name one Official Billing Representative and one Content Representative.
- 3.7 All ESIG Participating Libraries must sign an agreement indicating that it will abide by all fiscal requirements established by NELINET.
- 3.8 All ESIG Participating Libraries must agree to accept the standard negotiated license for each product on an “as is” basis. NELINET will make a reasonable effort to accommodate subscriber-specific language required by state or institutional authorities provided that NELINET receives, to the greatest extent possible, sufficient prior notification from such ESIG members as to their requirements (as described above). Any substantial customization of license may be subject to additional surcharges to be billed to that Participating Library. The amount of the surcharge will be based upon the extent of customization that may be required.