



Letter of Agreement

This Letter of Agreement (LOA) is entered into this day of **Monday, February 4, 2008** by and between:

American University of Beirut, Beirut, Lebanon - University Libraries represented by Ms. Helen Bikhazi,

American University of Beirut, Beirut, Lebanon - Saab Medical Library represented by Ms. Hilda T. Nassar,

Lebanese American University, Beirut, Lebanon - Riyad Nassar Library represented by Ms. Aida Naaman,

Lebanese American University, Byblos, Lebanon - Byblos Library represented by Mr. Joseph Hage,

Notre Dame University-Louaize, Zouk Mosbeh, Lebanon - NDU Libraries represented by Ms. Leslie Alter Hage,

University of Balamand, Al-Kurah, Lebanon - UOB Libraries represented by Ms. Sameera Bashir,

Université Saint-Esprit de Kaslik, Jounieh, Lebanon – Central Library represented by Dr. Joseph Moukarzel and,

Université Saint-Joseph, Beirut, Lebanon – Libraries of the Faculties of Medical Sciences represented by Mr. Fadi Hindi.

PREAMBLE

Whereas the parties hereto are academic libraries for higher education in Lebanon wishing to improve and expand their library services, and

Whereas, the parties have expressed their desire to use their best endeavors to cooperate in the selection, pricing negotiations and access methods of electronic resources for the best interest of the library users in an economical way for the library,

NOW THEREFORE and after having taken into consideration all relevant factors and in consideration of the mutual undertakings contained herein, the parties hereto agree as follows:

Article 1:

The parties hereby agree to establish a consortium under the name of "Lebanese Academic Library Consortium - LALC".

Article 2:

The main objectives of LALC members shall be to use their best endeavors to cooperate in the selection, pricing negotiations and access methods of electronic resources for the best interest of the library users in an economical way for the library. In this context, the parties agree to give priority to the acquisition of scholarly and scientific resources in digital format and to make every effort to provide efficient and most cost-effective end-users access to such resources and quality services related thereto.

Article 3:

This LOA is entered into for a period of one (1) year starting on October 1 and automatically renewable on September 30 of the existing academic year with no need of any notice or other procedures. Any cancellation or withdrawal thereof shall be agreed in writing between the parties three months prior to the end of the term of the LOA.

Article 4:

The Board of Directors shall be composed of the library representatives of the following universities: American University of Beirut, Lebanese American University, Notre Dame University and University of Balamand. It shall determine the policies and operations of the Consortium.

Article 5:

It is agreed by the Board that no third party may join in the activities provided for in this LOA unless the Board hereto so approves in writing, and provided further that said applicant is a well-known academic institution, having high standards, long experience and financial stability.

Article 6:

Each member library shall be represented by one librarian designated by the institution (Appendix A). Representatives may nominate alternates after notifying the

Coordinator at least 2 days prior to a meeting. The representatives shall meet regularly in order to discuss resource acquisition and other relevant issues (Appendix B).

Article 7:

Nothing in this LOA shall be interpreted to imply any exclusivity in the cooperation between the parties.

Article 8:

Upon reaching a preliminary decision to cooperate in the negotiation in respect to the acquisition of any resource, the parties hereto shall appoint negotiator(s) from among themselves to carry on relevant negotiations. Such appointment, as well as the guidelines for negotiation for this specific acquisition, shall be agreed upon in writing by the parties (Appendix B).

The above mentioned negotiator(s) will be assisting the parties in the negotiation process, it being clearly agreed and understood that they do not represent the parties and will not have any authority whatsoever to bind any of them.

Each party hereto shall at its sole discretion and on a case by case basis decide whether or not it wishes to acquire any resource through the consortium or independently, provided always that such decision is duly notified in writing to each of the other parties as soon as possible before the deadline set by the representatives.

Article 9:

The parties hereto shall appoint a Consortium Coordinator from among themselves for the period of three (3) years with the possibility of renewal, which duties shall be:

- To convene the parties for meetings.
- To finalize and distribute the agenda of each meeting.
- To coordinate and provide information, and follow up the execution of decisions agreed upon by the parties.
- To keep minutes of meetings and forward copies thereof to the parties.
- To organize and file all documentation, official information and forms concerning the Consortium.
- To draft and submit an annual report in September of each year.

All the above mentioned actions shall remain at all times in line with the parties' decisions and suggestions.

Article 10:

The use of the name/logo of the Consortium in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information may only be made, either in writing or otherwise, in respect of Consortium activities and officers and not for any party's individual benefit and/or profit.

The use of the name/logo of any party in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information may not be made, either in writing or otherwise, except upon prior written approval by a duly-authorized representative of each party.

Article 11:

It is agreed between the parties that no third party may join in the activities provided for in this LOA unless all parties hereto so approve in writing, and provided further that said third party is a well known academic library of higher education having high standards, long experience and financial stability.

Article 12:

The parties hereto agree to use their best effort to encourage the growth and success of LALC, to further cooperation between them and to participate in agreed upon new initiatives in the development of electronic information and other related library projects. The guidelines of project proposals shall be agreed upon in writing by the parties (Appendix B).

IN WITNESS WHEREOF the parties hereto have signed eight (8) copies of this LOA the day, month and year first written above, one copy for each party.

<u>NAME</u>	<u>SIGNATURE</u>
American University of Beirut, Beirut, Lebanon - University Libraries represented by Ms. Helen Bikhazi	
American University of Beirut, Beirut, Lebanon - Saab Medical Library represented by Ms. Hilda T. Nassar	
Lebanese American University, Beirut, Lebanon – Riyad Nassar Library represented by Ms. Aida Naaman	
Lebanese American University, Byblos, Lebanon –Byblos Library represented by Mr. Joseph Hage	
Notre Dame University-Louaize, Zouk Mosbeh, Lebanon - NDU Libraries represented by Ms. Leslie Alter Hage	
University of Balamand, Al-Kurah, Lebanon - UOB Libraries represented by Ms. Sameera Bashir	
Université Saint-Esprit de Kaslik, Jounieh, Lebanon – Central Library represented by Dr. Joseph Moukarzel	
Université Saint-Joseph, Beirut, Lebanon – Libraries of the Faculties of Medical Sciences represented by Mr. Fadi Hindi	

Appendix A: Institutional Representatives

<u>INSTITUTION</u>	<u>REPRESENTATIVE'S NAME</u>
American University of Beirut, Beirut, Lebanon - University Libraries	Olga Ayoub
American University of Beirut, Beirut, Lebanon - Saab Medical Library	Hilda Nassar
Lebanese American University, Beirut, Lebanon – Riyad Nassar Library	Houeida Kammourié-Charara
Lebanese American University, Byblos, Lebanon – Byblos Library	
Notre Dame University-Louaize, Zouk Mosbeh, Lebanon – NDU Libraries	Samar Kai Kiwan
University of Balamand, Al-Kurah, Lebanon - UOB Libraries	Randa Al-Chidiac
Université Saint-Esprit de Kaslik, Jounieh, Lebanon – Central Library	Rima Malek
Université Saint-Joseph, Beirut, Lebanon – Libraries of the Faculties of Medical Sciences	May Samaha

Appendix B: Procedures

The LALC committee members agree to adopt a set of procedures in order to communicate better and assure a smooth flow in tasks.

GUIDELINES FOR NEW ACQUISITIONS:

If a member of LALC is interested in a new e-resource:

1. Contact all LALC members in order to identify interested parties.
2. Contact the related vendor by email (Template letter) to request a trial and cost estimate.
3. Act as contact throughout the negotiations and correspondence.
4. Update LALC members on new discussions, problems and offers.

GUIDELINES FOR PROJECT PROPOSAL:

If a member of LALC is interested in implementing a project:

1. Submit the project or activity to the Coordinator, who will circulate it to all LALC members.
2. Preliminary approval will be acquired by the representatives from their respective directors.
3. Once accepted, the initiator, together with any other interested LALC member, will draft a comprehensive proposal including the process and timetable.
4. The DRAFT proposal, after being agreed on by the representatives, will be raised to the directors of the institutions.
5. Implementation will be initiated once the approval of the institutions is acquired.

MEETINGS:

1. The Committee will meet every three months, on the Friday afternoon of the first week of the month. The Committee can also meet at any time on a call by the Coordinator when the need arises.
2. Meetings will be held on a rotation basis at the location of the member institutions and will be agreed on at the end of each meeting.
3. The Coordinator will fulfill all duties (Article 9), in relation to the minutes and the upcoming meeting agenda, the items of which are decided on by the members at the end of each meeting and discussed further by email.