

INSTITUTIONAL PARTICIPANT AGREEMENT
THE LATIN AMERICANIST RESEARCH RESOURCES PROJECT
OF THE GLOBAL RESOURCES NETWORK
Revised September 2017

This Agreement is made as of this ___ day of _____, 20___, by and between _____ ("Participating Institution") and the Center for Research Libraries ("CRL"). The parties acknowledge that the Latin Americanist Research Resources Project ("LARRP") is a project of the Global Resources Network ("GRN") under the direction of CRL. The parties further acknowledge that LARRP is an unincorporated association, with CRL acting in the capacity of fiscal and legal agent.

I. Purpose

The purpose of this agreement is to confirm the intent of the Participating Institution to participate in LARRP and to convey the terms by which the Participating Institution is bound (including participant responsibilities, fees, duration of the agreement, and the mechanism for withdrawal).

II. Project Description:

The Latin Americanist Research Resources Project is a consortium of research libraries that seeks to increase free and open access to information in support of learning and scholarship in Latin American Studies. It mobilizes collaborative activities among individuals and organizations on a global scale and particularly cultivates relationships within the academic library community.

III. Membership Categories

A. This agreement governs membership in LARRP on an institutional basis. And all rights and benefits of participation are conferred equally to the Participating Institution and any and all of its employees, patrons, or constituents.

B. There are two categories of membership in LARRP:

1. Institutional Membership:

Academic and research institutions are considered Institutional Members of LARRP.

2. Affiliate Institutions

Affiliate Institutions are organizations in Latin America interested in contributing to the objectives and activities of LARRP.

IV. Participant Responsibilities

A. Participating Institutions agree to abide by the Bylaws of LARRP, which are attached as Appendix C. Participating Institutions are expected to adhere to the terms and conditions set forth in any and all participant agreements, subscription licenses, or project guidelines and expectations that the Participating Institution has voluntarily and willingly joined.

B. The Participating Institution is expected to notify LARRP representatives and CRL of any changes in institutional information including but not limited to URLs, e-mail addresses, IP addresses, position appointments or designated Member Representatives.

C. The Participating Institution is expected to pay any membership fees, subscription dues, or other invoices within a reasonable timeframe.

V. Participant fee and duration

A. Fees: LARRP may, at its discretion, assess fees for membership and participation in the project in accordance with the policies and practices of CRL and the GRN. Fees shall be used to support project initiatives, value-added services such as may become available, and/or activities that are funded through subscriptions, use fees, or mechanisms for cost-recovery. Additional fees to cover base expenses of administering LARRP and/or central GRN services may be assessed by CRL. The current schedule of fees is set forth in Appendix B and may be amended from time to time with the agreement of LARRP Member Representatives.

B. This agreement will be effective upon execution by the Participating Institution (signed by an authorized representative) and shall remain in effect on a year-to-year basis (beginning on the first day in July of each year and ending on the thirtieth day of June next succeeding). This Agreement shall be automatically renewed from year to year unless either party gives written notice of its desire to amend or terminate this Agreement. Goals of LARRP and provisions of the agreement will be reviewed periodically by the Member Representatives for revision and renewal.

VI. Mechanism to withdraw

A. Advance notice of three months is required to withdraw from LARRP.

B. Any notice to withdraw must be made in writing and must be signed by the authorized representative of the Participating Institution.

VII. Agreed to and accepted this _____ day of _____, 20____.

By: _____
(print name)

(signed)

Title: _____

Institution: _____

PARTICIPANT'S CONTACT INFORMATION

Institution: _____

Official LARRP Representative: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

Collection Development Officer: _____ Email: _____

Will be included on the LARRP Collection Development Officers
listserv

Library Director: _____ Email: _____

Will be included on the LARRP Library Directors listserv

Billing contact: _____

Billing address: _____

**Please return completed form to:
Judy Alspach
Center for Research Libraries
6050 South Kenwood Avenue
Chicago, IL 60637**

Appendix A – Institutional Member Parties to the Agreement
As of December 2018

Arizona State University
University of Arizona
Boston College
Brigham Young University
University of California, Berkeley
University of California, Los Angeles
University of California, San Diego
University of California, Santa Barbara
Columbia University
University of Connecticut
Cornell University
Dartmouth College
Duke University
Emory University
Florida International University
University of Florida
Harvard University
University of Illinois at Urbana-Champaign
Indiana University
University of Kansas
Library of Congress
University of Massachusetts-Amherst
University of Miami
Michigan State University
University of Michigan
University of Minnesota
University of New Mexico
New York Public Library
New York University
University of North Carolina at Chapel Hill
University of Notre Dame
Ohio State University
Ohio University
University of Pennsylvania
University of Pittsburgh
Princeton University
Rice University
Rutgers University
University of South Florida
University of Southern California
Syracuse University
University of Texas at Austin
University of Toronto
Tulane University
Vanderbilt University
University of Wisconsin
Yale University

Appendix B – Schedule of Fees

As of December 2018

A. Membership Fee

Annual membership fees for Institutional Members of LARRP will be \$900.
There will be no membership fees at this time for Affiliate Institutions of LARRP.

B. Electronic Resources

Participation in access to electronic resources (e.g., online databases or full-text resources) is on a voluntary and individual institution basis. Fees are set by agreement with the publisher and LARRP and will vary according to product. Institutions choosing to subscribe to individual resources will be assessed a participation fee for access. Fees will, at minimum, reflect cost-recovery by LARRP and CRL, and may also include additional charges to support the administration the license agreements and/or project activities of LARRP.

Appendix C - LARRP Bylaws

I. Name

The name of the body is Latin Americanist Research Resources Project (LARRP). LARRP is an unincorporated association, with the Center for Research Libraries (CRL) acting in the capacity of fiscal and legal agent.

II. Purpose

The purpose of LARRP is to increase free and open access to information in support of learning and scholarship in Latin American Studies. It mobilizes collaborative activities among individuals and organizations on a global scale and particularly cultivates relationships within the academic library community.

III. Membership

A. Membership in LARRP is open to institutions concerned with higher education or research and actively engaged in facilitating access to research resources relating to Latin American studies. The membership shall consist of libraries, universities or other academic or research institutions. Institutions need not be members of CRL to participate in LARRP.

B. There are two categories of membership: Institutional Member and Affiliate Institution.

1. Institutional Members are academic or research institutions that agree to participate, to pay annual membership fees, to abide by the terms and conditions set forth in the bylaws, and to fulfill responsibilities outlined in the participant agreement.

Each Institutional Member shall designate a Member Representative to serve as the official contact and voting representative of the institution. However, all employees, staff, faculty, students, and associates of an Institutional Member may participate in committees and contribute to activities of LARRP.

Institutional Members through their representatives are eligible to propose, enact, and otherwise participate in project activities and derive benefit therefrom, participate in project meetings and communications, vote on governance issues and other matters requiring membership approval, stand for elected offices and serve on the Advisory Committee and other working groups and task forces, and to elect officers and Advisory Committee members.

2. Affiliate Institutions are organizations in Latin America interested in contributing to the objectives and activities of LARRP.

Affiliate Institutions are eligible to participate in project activities. Certain benefits provided to Institutional Members may not apply to Affiliate Institutions. Affiliate Institutions are ineligible to vote on matters of project activity or governance unless otherwise outlined in this document.

C. An institution may join LARRP upon submission of a statement of intent to join and upon completion of a participant agreement signed by an authorized representative of the institution.

IV. Governance

A. LARRP shall be governed by a committee comprised of the Member Representatives of each Institutional Member.

- B. The committee is empowered to consider and formulate the policies and procedures governing LARRP, approve and enact project activities, elect officers, Advisory Committee members, and Working Group Coordinators, amend bylaws, and consider and vote on matters requiring membership approval as necessary.
- C. All Institutional Members shall have equal votes on matters requiring a formal approval. Each institution shall be accorded one vote, to be decided and cast by the Member Representative.
- D. Votes shall be conducted by mail or electronic ballot, or during the course of official meetings. A Member Representative may designate another staff member to represent the institution, should the Member Representative not be available at the time of voting. A vote at an official meeting is valid on all issues if a quorum of one-half plus one of the Member Representatives is in attendance.
- E. Issues of LARRP policy or practice shall not intentionally conflict with or contradict the policies and practices of any member institution or the Center for Research Libraries. Where conflicts may arise, the policies of the institution shall prevail.

V. Advisory Committee

- A. LARRP shall be managed by an Advisory Committee comprised of elected representatives from the membership. Procedures are outlined in Section VIII.
- B. The Advisory Committee is empowered to conduct the business of LARRP in accordance with the recommendations of the membership; discuss and recommend future policy or changes in policy to be adopted by the membership; make budgetary decisions for LARRP, including proposing changes in the dues assessment; approach funding agencies; conduct periodic membership drives; and maintain communication with scholarly and professional associations as well as with other, similar cooperative projects.
- C. The Advisory Committee shall consist of elected and appointed members, as outlined below:
 1. The Chair of LARRP shall be elected to a three-year term and shall chair the Advisory Committee.
 2. Two representatives shall be elected to at-large positions on the Advisory Committee for a two-year term.
 3. Elected Coordinators of standing Working Groups shall serve on the Advisory Committee for the period of their elected terms
 4. A representative of CRL and a representative from the Library of Congress shall serve as ex officio members of the Advisory Committee.
 5. The Chair shall appoint a Library Director to the Advisory Committee for a three year term. The Chair will make reasonable efforts to recruit the Library Director from LARRP's institutional members.
 6. The Chair shall appoint two Faculty Representatives to serve for a three year term. The Chair will make reasonable efforts to recruit these Faculty Representatives from LARRP's institutional members.
- C. All elected representatives on the Advisory Committee, including the Chair, shall have equal votes on matters requiring a formal approval by the Committee. Each member shall be accorded one vote. Ex-officio members shall be nonvoting members.
- E. Advisory Committee Members may be reelected. Elected members begin their term of office immediately following the annual membership meeting.

F. In the event a member is unable to serve a full term, the Chair shall appoint a replacement to serve the remainder of the term. Following this period, the replacement shall be eligible to stand for election according to the terms of Section VIII below.

G. An Advisory Committee member may be removed from office by the Advisory Committee whenever, in their judgment, he or she does not fulfill the duties of the office. Removal may be enacted by a two-thirds vote of the Advisory Committee.

VI. Officers

A. Chair

1. A Chair of LARRP shall be elected from among representatives of the membership in accordance with the procedures in Section VIII. The Chair automatically becomes a member of the Advisory Committee.
2. The duties of the Chair are to arrange, prepare for, and preside over meetings of the Advisory Committee and membership; implement, coordinate, or distribute responsibilities for projects and activities of LARRP; regularly report to and communicate with the membership; arrange for elections and ballots on matters of official project activity or governance; undertake correspondence and represent LARRP to external parties; and act as liaison to CRL and other appropriate governing bodies.
3. The Chair shall serve a term of three years; reelection is permitted. The Chair shall serve as an ex-officio member of the Advisory Committee for one year following term of office.
4. In the event a Chair is unable to serve a full term, the Advisory Board shall elect from within its membership a Chair to serve until the next election.
5. The Chair may be removed from office by the Advisory Committee whenever, in their judgment, he or she does not fulfill the duties of the office. Removal may be enacted by a two-thirds vote of the Advisory Committee.

B. Secretary

1. A Secretary of LARRP shall be elected from among the members of the Advisory Committee.
2. The duties of the Secretary are to record, post and distribute minutes of meetings of the Advisory Committee and the Membership.
3. The Secretary shall serve a term of two years; reelection is permitted.
4. In the event a Secretary is unable to serve a full term, the Chair shall appoint a replacement from among current Advisory Committee members to serve until the next election.
5. The Secretary may be removed from office by the Advisory Committee whenever, in their judgment, he or she does not fulfill the duties of the office. Removal may be enacted by a two-thirds vote of the Advisory Committee.

VII. Working Groups and Task Forces

A. Working Groups: The Advisory Committee shall designate standing Working Groups for continuing duties to enact project business.

1. Working Groups shall be comprised of Member Representatives who elect to participate.
2. Working Groups shall be chaired by a Coordinator, who shall be elected in accordance with the procedures in Section VIII. Working Group Coordinators shall serve a term of three years.
3. Elected Coordinators of standing Working Groups shall serve on the Advisory Committee for the period of their elected terms.
4. A Working Group can be terminated by a majority vote of the Advisory Committee.

B. Task Forces: The Chair, in consultation with the Advisory Committee, shall appoint necessary Task Forces to accomplish projects of limited duration.

VIII. Elections

A. Elections for the Chair, At-Large Members of the Advisory Committee, Working Group Coordinators, and all elected officers shall be conducted by mail or electronic ballot.

1. The Chair of the Advisory Committee shall appoint members to a Nominating Committee which shall solicit nominations from Member Representatives, compose a slate of candidates, and obtain their agreement to serve.
2. No later than sixty (60) days before the annual meeting, the Nominating Committee shall forward the slate of candidates to the CRL representative to conduct the ballot.
3. Election shall be decided by a simple majority vote by voting Member Representatives. Any ties shall be broken by a vote of the incumbent Advisory Committee.
4. The nominating committee shall inform the successful candidates and shall announce the election results to the membership.

IX. Meetings

A. Advisory Committee Meetings

1. The Advisory Committee shall meet at least once a year, as arranged by the Chair, with notification beforehand. The Committee may convene at additional times during the year in person or via other communication methods, as arranged by the Chair with notification beforehand.
2. The members of the Advisory Committee attend all Advisory Committee meetings. In exceptional circumstances, and at the discretion of the Chair, an Advisory Committee member may delegate a representative to attend in his or her place, who shall have the member's full voting rights.

B. Working Group and Task Force Meetings

1. Meetings of Working Groups and Task Forces shall be arranged as necessary. Meetings shall be open for attendance by all unless specifically designated otherwise.

C. Membership Meeting

1. An open meeting of LARRP shall be held once a year, as arranged by the Chair, with notification beforehand, to transact such business as may come before the membership. This meeting is ordinarily held in conjunction with the annual SALALM conference.
2. Membership attendance is not required at membership meetings, though a Member Representative or his or her designee must be present at the meeting in order to vote. In consideration of the international composition of membership, issues requiring voting by the membership should be presented in advance of official meetings to allow for input by members unable to attend meetings.

X. Administration, Finance, and Ownership

A. Administration: LARRP shall be administered by CRL.

CRL shall assist with fiscal management (e.g., accounting, disbursements, invoicing, financial reporting, and audits); procurement of necessary legal services (review of contracts, agreements, templates for partnerships and collaborative activities, execution of cooperative agreements); project logistics (meeting arrangements, communications, including project reporting, notifications, shipping and delivery of materials, etc.); rights acquisition and management; licensing/managing subscription access to materials; and other project management activities as appropriate and feasible. Fees to cover costs of activity and base expenses of administration may be assessed to LARRP by CRL.

CRL shall provide financial reports to the Advisory Committee on an annual basis and at the request of the Advisory Committee.

- B. Fiscal Year: The fiscal year of LARRP begins on July 1 and ends on June 30 of the following year.
- C. Management and Disbursement of Funds: Projects and activities shall be funded by monies raised by LARRP, whether through grants, contributions, donations, fees, or other means. The Chair and Advisory Committee are responsible for fiscal decisions dealing with monies allocated to or raised by LARRP. These officers shall consult with the membership on a regular basis concerning dispersal of funds.
No part of the net earnings of LARRP shall be distributed to the benefit of any member or officer of LARRP nor any private individual (except that of reasonable compensation which may be paid for services rendered to or for LARRP).
- D. Fees: LARRP will, at its discretion, assess fees for membership and participation. Fees shall be used to support project initiatives, value-added services such as may become available, or activities that are funded through subscriptions, use fees, or mechanisms for cost-recovery.
- E. Ownership: Assets acquired by LARRP shall be the property of the Center for Research Libraries, unless otherwise specified and agreed to in writing.
- F. Dissolution: In the event of the dissolution or termination of LARRP, assets and property of LARRP shall remain with CRL. In the event of the dissolution of CRL, all remaining assets and property of LARRP, after payment of necessary expenses thereof, shall be returned in equal shares to LARRP's Institutional Members.

XI. Amendments

Amendments to the bylaws may be proposed by any Institutional Member of LARRP. Amendments must be submitted in writing and shall be considered by the Member Representatives at the next membership meeting. A simple majority vote ensures the placement of the proposed amendment on a mail ballot. Amendments to the bylaws shall be conducted by mail or electronic ballot. A proposed amendment is considered adopted if it receives a two-thirds affirmative vote from voting Member Representatives. The Chair shall arrange to add the adopted amendment to the official copies of the bylaws.

XII. Implementation

These bylaws shall come into force upon adoption by a two-thirds affirmative vote from voting Institutional Members.