

**INSTITUTIONAL PARTICIPANT AGREEMENT OF THE
COLLABORATIVE INITIATIVE FOR FRENCH AND NORTH AMERICAN
LIBRARIES/INITIATIVE DE COLLABORATION ENTRE LES BIBLIOTHÈQUES
FRANÇAISES ET NORD-AMÉRICAINES
OF THE GLOBAL RESOURCES NETWORK**

Revised April 2007

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 Collaborative Initiative for French and North American Libraries/Initiative de collaboration entre les bibliothèques françaises et nord-américaines ("CIFNAL/ICBFN") is a project of the Global Resources Network ("GRN") under the direction of CRL. The parties further acknowledge that CIFNAL/ICBFN 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 CIFNAL/ICBFN 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 Collaborative Initiative for French and North American Libraries/Initiative de collaboration entre les bibliothèques françaises et nord-américaines is a long-term project focusing on improving the effective acquisition, sharing, and use of French-language materials among North American libraries, in addition to fostering closer collaboration with francophone research libraries.

III. Membership Categories

A. This agreement governs membership in CIFNAL/ICBFN 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 CIFNAL/ICBFN:

1. Institutional Membership:

Academic and research institutions are considered Institutional Members of CIFNAL/ICBFN.

2. Personal Membership

Individuals interested in contributing to the objectives and activities of CIFNAL/ICBFN, even though their institution is not an institutional member, are considered Personal Members of CIFNAL/ICBFN.

IV. Participant Responsibilities

A. Participating Institutions agree to abide by the Bylaws of CIFNAL/ICBFN, which are attached as Appendix D. 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 CIFNAL/ICBFN 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: CIFNAL/ICBFN 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 CIFNAL/ICBFN and/or central GRN services may be assessed by CRL. The current schedule of fees is set forth in Appendix C and may be amended from time to time with the agreement of CIFNAL/ICBFN 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 CIFNAL/ICBFN 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 CIFNAL/ICBFN.

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 CIFNAL/ICBFN Representative: _____

Title: _____

Address: _____

Email: _____

Telephone: _____

Collection Development Officer: _____ Email: _____

Will be included on the CIFNAL/ICBFN Collection Development Officers listserv

Library Director: _____ Email: _____

Will be included on the CIFNAL/ICBFN Library Directors listserv

Billing contact: _____

Billing address: _____

**Please return completed form to:
James Simon
Center for Research Libraries
Global Resources Network
6050 South Kenwood Avenue
Chicago, IL 60637**

Appendix A – Institutional Member Parties to the Agreement
As of July 25, 2011

University of Alberta
Brigham Young University
Brown University
University of California, Berkeley
University of California, Los Angeles
University of California, San Diego
University of California, Santa Cruz
University of Chicago
University of Colorado, Boulder
Cornell University
University of Denver
Duke University
University of Florida
Harvard University
University of Illinois at Urbana-Champaign
Indiana University
University of Iowa
John Carter Brown Library
Johns Hopkins University
University of Manitoba
University of Maryland, College Park
University of Michigan
University of Minnesota
University of North Carolina at Chapel Hill
Northwestern University
University of Notre Dame
University of Ottawa
University of Pennsylvania
Princeton University
Reed College
Stanford University
University of Toronto
University of Utah
Vanderbilt University
University of Washington
University of Wisconsin
Yale University

Appendix B – Personal Member Parties to the Agreement

As of July 25, 2011

Lamyaa Belmekki (Association Nationale des Informatistes, Morocco)
Merry Burlingham (University of Texas)
Guy Cobolet (Bibliotheque Interuniversitaire de Medicine, France)
Nathalie Fargier Flory (Universite Lumiere Lyon, France)
Chantal Godet (Universite des Antilles et de la Guyane)
Sylvain Houdebert (Universite des Antilles et de la Guyane)
Jeffry Larson (Yale University)
Birdie MacLennan (University of Vermont)
Nathalie Marcerou-Ramel (Ministere de l'enseignement superieur et de la recherch , France)
Aime-Joel Nimubona (Association des Bibliothecaires, Burundi)
Heleni Pedersoli (University of Maryland)
Eric Pumroy (Bryn Mawr College)
Nathalie Soini (Queens University)
Chip Stewart (City College of New York)

Appendix C – Schedule of Fees

As of February 1, 2008

A. Membership Fee

Annual membership fees for Institutional Members of CIFNAL/ICBFN will be \$250 for members of CRL and \$350 for non-members of CRL.

There will be no membership fees at this time for Individual Members of CIFNAL/ICBFN.

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 CIFNAL/ICBFN 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 the CIFNAL/ICBFN and CRL, and may also include additional charges to support the administration the license agreements and/or project activities of CIFNAL/ICBFN.

Appendix D – CIFNAL/ICBFN Bylaws

I. Name

The name of the body is the Collaborative Initiative for French and North American Libraries (CIFNAL)/ Initiative de Collaboration entre les bibliothèques françaises et nord-américaines (ICBFN). CIFNAL/ICBFN 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 CIFNAL/ ICBFN is to improve access to French and francophone resources for North American libraries and to North American resources for francophone libraries; promote collaboration and resource sharing among North American libraries; make collections more interconnected; promote collaboration and resource sharing between North American and francophone libraries.

III. Membership

- A. Membership in CIFNAL/ICBFN is open to institutions and individuals concerned with higher education or research and actively engaged in facilitating access to research resources relating to francophone studies. The membership shall consist of North American and francophone libraries, universities or other academic or research institutions, and include librarians and scholars from a range of academic institutions, large and small. Institutions need not be members of CRL to participate in CIFNAL/ICBFN.
- B. There are two categories of membership: Institutional and Personal.
 1. Institutional Members are academic or research institutions that agree to participate, to abide by the terms and conditions set forth in the By-Laws, and to fulfill responsibilities outlined in the participant agreement. Each institution 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 CIFNAL/ICBFN. Benefits provided to Institutional Members shall be conferred to all members of the institution. 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 Steering Committee and other working groups and task forces, and to elect officers and Steering Committee members.
 2. Personal Members are individuals interested in contributing to the objectives and activities of CIFNAL/ICBFN, even though their institution is not an institutional member. Personal Members are eligible to participate in project activities, stand for elected offices and serve on the Steering Committee and other working groups and task forces. Certain benefits provided to Institutional Members may not apply to Personal Members. Personal Members are ineligible to vote on matters of project activity or governance unless otherwise outlined in this document.

- C. An institution/individual may join CIFNAL/ICBFN upon submission of a statement of intent to join and upon completion of a participant agreement signed by an authorized representative of the institution/individual.

IV. Governance

- A. CIFNAL/ICBFN 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 CIFNAL/ICBFN, elect officers, Steering 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 CIFNAL/ICBFN 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. Steering Committee

- A. CIFNAL/ICBFN shall be managed by a Steering Committee comprised of elected representatives from the membership.
- B. The Steering Committee is empowered to conduct the business of CIFNAL/ICBFN in accordance with the recommendations of the membership; approve and enact project activities; discuss and recommend future policy or changes in policy to be adopted by the membership; make budgetary decisions for CIFNAL/ICBFN; 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 Steering Committee shall consist of at least five representatives of CIFNAL/ICBFN.
 - 1. Four representatives shall be elected to at-large positions on the Steering Committee in accordance with the procedures in Section VIII. At least one representative shall be from a French or francophone institution.
 - 2. The Chair of CIFNAL/ICBFN shall chair the Steering Committee.
 - 3. Elected Coordinators of standing Working Groups shall serve on the Steering Committee for the period of their elected terms.
 - 4. A representative of CRL shall serve as an ex officio member of the Steering Committee.
- D. An advisory group of scholars and end-users, including representatives from academic organizations concerned with library and scholarly issues in francophone studies as well as non-academic information users and providers, shall be appointed by the Steering Committee as appropriate. The makeup of the advisory group shall be formulated to provide a balance of opinion and diversity of expertise. Members of the advisory group need not be from institutions that are a member of CIFNAL/ICBFN, and shall serve as ex officio members of the Steering Committee.

- E. All elected representatives on the Steering 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 non-voting members.
- F. Steering Committee Members shall serve three-year terms, with staggered elections; re-election is permitted for one additional term. Elected members begin their term of office immediately following the annual membership meeting.
- G. 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 V.E above.
- H. A Steering Committee member may be removed from office by the Steering 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 Steering Committee.

VI. Officers

- A. Chair:
 - 1. A Chair of CIFNAL/ICBFN 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 Steering Committee.
 - 2. The duties of the Chair are to arrange, prepare for, and preside over meetings of the Steering Committee and membership; implement, coordinate, and/or distribute responsibilities for projects and activities of CIFNAL/ICBFN; 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 CIFNAL/ICBFN to external parties; and act as liaison to CRL and other appropriate governing bodies.
 - 3. The Chair shall serve a term of three years; re-election is permitted. The Chair shall serve as an ex officio member of the Steering Committee for one year following his/her term of office.
 - 4. In the event a Chair is unable to serve a full term, the Steering Committee shall appoint a Chair pro tem to serve until the next election. Following this period, the replacement shall be eligible to stand for election according to the terms of Section VI.A.3 above.
 - 5. The Chair may be removed from office by the Steering 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 Steering Committee.

VII. Working Groups and Task Forces

- A. Working Groups: The Steering Committee shall appoint necessary Working Groups for continuing duties to enact project business.
 - 1. Working Groups shall be comprised of Member Representatives and Personal Members 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. A Working Group can be terminated by a majority vote of the Steering Committee.
- B. Task Forces: The Chair, in consultation with the Steering Committee, shall appoint necessary Task Forces to accomplish projects of limited duration.

VIII. Elections

- A. Elections for the Chair, members of the Steering Committee, Working Group Coordinators, and all elected officers shall be conducted by mail or electronic ballot.
 - 1. The Chair of the Steering 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 Steering Committee.
 - 4. The nominating committee shall inform the successful candidates and shall announce the election results to the membership.

IX. Meetings

- A. Steering Committee Meetings:
 - 1. The Steering Committee shall meet at least once a year, as arranged by the Chair, with notification beforehand. The meeting may be held in conjunction with the annual meeting of the American Library Association or with any other meeting or event convenient or appropriate for the incumbent Steering Committee. 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 Steering Committee attend all Steering Committee meetings. In exceptional circumstances, and at the discretion of the Chair, a Steering Committee member may delegate a representative to attend in his or her place, who shall have the member's full voting rights.
 - 3. Steering Committee meetings shall be open for attendance by all members unless specifically designated otherwise.
- 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 members unless specifically designated otherwise.
- C. Membership Meeting:
 - 1. An open meeting of CIFNAL/ICBFN may 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 may be held in conjunction with or as part of the annual Steering Committee meeting.
 - 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: CIFNAL/ICBFN 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 CIFNAL/ICBFN by CRL. CRL shall provide financial reports to the Steering Committee on an annual basis and at the request of the Steering Committee.
- B. Fiscal Year: The fiscal year of CIFNAL/ICBFN 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 CIFNAL/ICBFN, whether through grants, contributions, donations, fees, or other means. The Chair and Steering Committee are responsible for fiscal decisions dealing with monies allocated to or raised by CIFNAL/ICBFN. These officers shall consult with the membership on a regular basis concerning dispersal of funds. No part of the net earnings of CIFNAL/ICBFN shall be distributed to the benefit of any member or officer of CIFNAL/ICBFN nor any private individual (except that of reasonable compensation which may be paid for services rendered to or for CIFNAL/ICBFN).
- D. Fees: CIFNAL/ICBFN may, 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, and/or activities that are funded through subscriptions, use fees, or mechanisms for cost-recovery.
- E. Ownership: assets acquired by CIFNAL/ICBFN 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 CIFNAL/ICBFN, assets and property of CIFNAL/ICBFN shall remain with CRL. In the event of the dissolution of CRL, all remaining assets and property of CIFNAL/ICBFN, after payment of necessary expenses thereof, shall return to CIFNAL/ICBFN, to be disbursed at the discretion of the Steering Committee.

XI. Amendments

Amendments to the Bylaws may be proposed by any Institutional Member of CIFNAL/ICBFN. 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 By-Laws.

XII. Implementation

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