

# ADVENTIST LIBRARY INFORMATION COOPERATIVE (ALICE) AGREEMENT

Revised: June 28, 2021

## 1 INTRODUCTORY STATEMENT

ALICE functions as a service of the Association of Seventh-day Adventist Librarians (ASDAL) and reports to each annual meeting of ASDAL.

## 2 PURPOSE

2.1 ALICE exists for the benefit of Seventh-day Adventist institutional libraries that become Member Libraries of the Cooperative.

2.2 The primary purpose of ALICE is to provide Member Libraries with enhanced database access opportunities at reduced costs through collective efforts and resource sharing within the Cooperative.

2.3 This Agreement establishes guidelines for the governance of ALICE and describes a framework within which the Member Libraries can participate in specific Projects.

## 3 DEFINITIONS

3.1 Member Libraries are the signatories of this Agreement on its effective date, and such other Seventh-day Adventist institutional libraries as may be added pursuant to Section 5 of this Agreement.

3.2 A Project is an undertaking of two or more Member Libraries as described in Section 6.

3.3 A Project Memorandum is a document prepared consistent with Section 6 of this Agreement. It outlines the nature and goals of a particular Project.

3.4 Project Libraries are those Member Libraries that have evidenced their participation in a particular Project by executing its Project Memorandum.

## 4 ORGANIZATION

4.1 ALICE shall be governed by a Council composed of the directors or empowered representatives of Member Libraries. The Council shall elect biennially its own chair.

4.2 Each Member Library shall have one vote, and the Council shall act upon a majority vote of its members, unless otherwise specified in this Agreement.

- 4.3 The Council shall meet at least annually, normally in conjunction with the annual conference of ASDAL. Other meetings shall be held as deemed necessary.
- 4.4 A quorum of two-thirds of North American Member Libraries shall be necessary to transact business. Member Libraries may establish proxy representation at Council meetings if they wish to do so.
- 4.5 A fiscal agent shall be appointed for a five-year term, which is renewable.
- 4.6 The Council shall appoint a Secretary. The Secretary shall serve for two years, shall record the official minutes of Council meetings (face-to-face and virtual), present them for approval at the Council's annual meeting, and perform such other functions as are customary for the office of Secretary. The Secretary shall collect all written materials distributed at the annual meeting and copies of written reports as available. These, with a copy of the approved and corrected minutes, shall be sent to the ASDAL archives at least annually.
- 4.7 The Treasurer is appointed by the Council and shall be located at the institution acting as fiscal agent. The term of the appointment is five years, which is renewable. The duties of the Treasurer shall be to pay project invoices, bill project libraries for database costs and membership fees, maintain such financial records of transactions as may be required, and present an annual financial report to the Council.
- 4.8 The Member Library which acts as fiscal agent and employs the Treasurer shall bear the normal and reasonable costs of that person's essential time involvement in the duties of Cooperative administration. All expenses such as postage, telephone, stationery, supplies, and travel shall be met from an annual budget approved by the Council, funded from the Cooperative's membership fees.
- 4.9 The Council may adopt and amend policies for the operation of ALICE, set fees for membership and services, establish committees, elect and/or appoint officers as may be necessary, and authorize accounts in the name of the Cooperative.
- 4.10 The Council shall appoint a Projects Manager, whose function it is to coordinate and implement Projects, including negotiation with vendors. The Project Manager shall be appointed for a five-year term, which is renewable and shall be subject to an annual review. The Council may establish a Projects Committee to assist the Projects Manager.

## 5 MEMBERSHIP

- 5.1 Seventh-day Adventist institutional libraries which are signatories to this Agreement on or by its effective date shall become inaugural Member Libraries of ALICE.

- 5.2 Application for membership in ALICE may be made by any other Seventh-day Adventist institutional library that subscribes to the purpose of the Cooperative and agrees to be bound by the terms and conditions of this Agreement.
- 5.3 Once an application is approved by Council, the required fees shall be paid to activate membership.
- 5.4 A Member Library may withdraw from ALICE by providing the Council with written notice of such intent not less than six (6) months in advance of the desired date of withdrawal.
- 5.5 In the event of withdrawal from a particular Project before its expiration, a withdrawing Member Library agrees to pay, as liquidated damages and not as a penalty, amounts stipulated in the Project Memorandum (pursuant to 6.5 below).

## 6 PROJECTS

- 6.1 ALICE may undertake Projects for the benefit of two or more Member Libraries.
- 6.2 Member Libraries wishing to participate in a Project (i.e. become Project Libraries) shall notify the Projects Manager. The Project Manager in collaboration with the Treasurer shall prepare a Project Memorandum that outlines the nature and goals of the Project, along with any terms and conditions that may be deemed necessary.
- 6.3 Each Project Memorandum must be approved by the Council. No Project may be approved in which less than two Member Libraries wish to participate. Participation in any Project is limited to Member Libraries of ALICE.
- 6.4 Project Libraries shall share equitably in the benefits, expenses and liabilities of the Project unless the terms negotiated with the Project vendor require otherwise.
- 6.5 Each Project Memorandum shall set forth the terms and conditions under which a Project Library may withdraw from the Project, and shall state the sums due and continuing liabilities, if any, to the other Project Libraries in the event of such withdrawal.

## 7 TERM OF AGREEMENT

- 7.1 The effective date of this Agreement shall be the first day of September 1996, and it shall remain in effect until terminated in the manner described below.
- 7.2 Any modification or amendment to this Agreement shall require a two-thirds

majority vote of the Council.

7.3 A two-thirds majority vote of the Council shall be required to terminate this Agreement.

7.4 In the event that ALICE ceases to exist, ASDAL shall have authority to preside over its dissolution, including dispersal of any assets and liabilities.