

DALNET BOARD MINUTES

Wednesday, October 8, 1997
Ward Conference Center
University of Detroit Mercy
Outer Drive Campus

Present:

Dr. Patricia Senn Breivik	WSU
Deborah L. Adams	BH
James Flaherty	WCC
Dr. Maurice Wheeler	DPL
Michele S. Klein	CH/HH
Margaret E. Auer	UDM
Phyllis Jose	OL
Jerry Bosler	MCC
Gloria B. Ellis	Walsh
Cherrie M. Mudloff	DMC
Karen Tubolino	VA

Other:

Frank White, Project Manager	MCC
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Staff:

Louise Bugg
Robert Harris

The meeting was called to order by M. Auer, chair, at 9:08 a.m.

P. Breivik noted that the subcontract for telecommunications is not available. P. Jose asked if Wayne State University's attorneys have reviewed the proposed contract. The response was that the attorney was at the negotiations. R. Harris pointed out that the intention was to develop a simple contract, with details in the riders.

M. Auer led a page by page review of the purchase agreement between Ameritech Library Services and Wayne State University.

P. Breivik cited the Ameritech fees for additional members (Section 4, p. 3) as allowing for growth. F. White questioned whether order and pay records should be included in Data Extract and Loading (Section 5, p. 3) M. Klein asked if record purges will be done prior to migration. M. Auer noted that "hold backs" in payments are tied to product enhancements. (Section 7, p.4). In response to a question from J. Bosler, M. Auer confirmed that all releases must be loaded in sequence. P. Breivik called attention to Payment Schedule and Penalties (Section 12, p. 6) as another area about which the negotiating team feels good. Enhancements are basically free, with the discount applied

across the costs. P. Jose asked if there are any penalties to us, while G. Ellis questioned how the value of the enhancements was derived. F. White asked if the project manager will do training (Section 14, P. 7). It was noted that other staff will be brought in according to the specific expertise needed to support the Ameritech project manager in this. R. Harris pointed out that the Right to Copy provision (Section 15B, p. 7) was negotiated to support multiple servers. M. Auer noted DALNET will have input in both the selection and evaluation of the Ameritech project manager (Section 19, p.11). Not everyone will be authorized to call the Ameritech help desk (Section 20, p. 12); the DALNET project manager will determine who is the user. In reviewing Publicity (Section 21, p. 12), M. Auer stated Ameritech would like to showcase the system at the ACRL conference which will be held in Detroit April 8-10, 1999. R. Harris stressed that the Ameritech proposal is an integral part of the agreement, as referenced in Contract Documents (Section 2, p.1). G. Ellis asked when the subcontract with AADS will be ready. M. Auer called attention to the Statement of Confidentiality (Section 37, p. 16); the purchase agreement can be distributed only for review and evaluation within our own institutions. R. Harris noted that all references to Termination (Section 34, p. 16) deal with default; there appear to be no references to normal termination.

P. Breivik stated a sample letter of intent is being drafted for DALNET members. The purchase agreement is an amendment to the existing contracts between Wayne State University and DALNET members. Amended contracts will be prepared to update the individual contracts as needed. The letter of intent will be viewed as the binding document, and must be returned by November 19.

Oakland University is purchasing its own system. In response to questions how this and the addition of new members will affect members' costs, R. Harris responded that because Wayne State University is bearing a disproportionate share of the costs, members will not be impacted, unless the changes are significant.

The Riders were then reviewed. F. White questioned the need for four RSAS servers (Rider A, p. R-1). R. Harris pointed out equipment needs will change as the hardware changes. Rider E, AADS Products and Services, needs adjustment; the frame relay system is optional.

ACTION: G. Ellis was directed to ask members to notify Wayne State University as to which group each institution wants to migrate with, 3rd (4th Quarter 1998), 5th (2nd Quarter 1999), or 6th (3rd Quarter 1999). UDM is the first migration, with WSU second and DPL fourth.

F. White questioned whether there is definition of the acceptance criteria referred to in Rider H (p. R-25 and p. R-26). He expressed concern about evaluating how well and how efficiently a feature functions. It was noted that Ameritech and DALNET will jointly develop criteria for evaluation of product enhancements (Rider K, p. R-47 and p. R-48).

R. Harris reviewed the list of questions to be directed to L. Bugg, to legal counsel, and to Ameritech.

L. Bugg noted that functions can not be tested for "user-friendliness" and that there is a long list of functions to be tested.

Following lunch, L. Bugg reviewed William Easton's response on behalf of Ameritech to questions she had submitted: the user will have the right to refuse used equipment; functionality tests will be done each time a new release is installed; response time in the Benchmark Summary (Rider J, p. R-45) is in seconds. She noted that a schedule of migration for member libraries must be given to Ameritech at the time the contract is signed.

2. ACTION: G. Ellis moved, seconded by P. Jose, that the DALNET Board of Directors endorses the negotiated contract dated September 22, 1997, as amended.

Approved.

P. Jose questioned whether Rider N (p. R-51), Sample Software License Agreement between Ameritech and the DALNET members institutions, must be signed by each member. P. Breivik indicated a cover letter will be prepared by WSU's counsel to explain why this must be done.

3. ACTION: P. Breivik moved, seconded by D. Adams, that the chairperson of the Board and DALNET president notify Ameritech Library Services that the DALNET Board endorses the negotiated contract dated September 22, 1997, as amended.

Approved.

Board members reviewed, for corrections needed, three documents: DALNET Membership Benefits, What Losses Will Accrue with Withdrawal from DALNET, and Questions and Answers. All three will be distributed at the October 10 briefing for members; the DALNET Membership Benefits document will be given to prospective members at the October 10 morning session.

J. Bolser questioned whether personnel costs (Salaries and Fringe Benefits, p. 8 DALNET Budget Proposal) can be reduced; if the membership services manager is not successful within two years, can the position be reviewed. R. Harris responded that detail on personnel is a part of the yearly budget process.

ACTION: D. Adams moved, seconded by C. Mudloff, that the Board review staffing of the DALNET office every year as part of the budget process.

Approved.

P. Jose asked for clarification of DALNET fees for institutions joining before the contract is signed. Although there is no passthrough to Ameritech for these institutions, there is a minimum DALNET fee of \$5000, or \$10,000 if the institution has more than 100,000 records. R. Harris stated these new members will need to pay a percentage of the capital costs as well.

D. Adams asked that members be notified as letters of intent are returned.

The meeting was adjourned at 2: 20 p.m.

Gloria B. Ellis
Secretary