

Wayne State University Libraries

Memorandum

TO: DALNET Study Committee

FROM: James F. Williams, II, Associate Director of Libraries

SUBJECT: Revised Documents

DATE: January 17, 1986

I have revised the draft DALNET By-laws and System Agreement pursuant to discussions at our last meeting and input from the University's attorney. Please review the documents prior to the next meeting as it is our intent to finalize their acceptance at that time.

Due to conflicting schedules, the next meeting of the Committee will be on Monday, February 3 @ 9:00 in the Director's Conference Room. Here' hoping to see you then.

JW

JFW/cms
Enclosures
cy: P. Spyers-Duran

DALNET STUDY GROUP

February 3, 1986

PRESENT: J. Williams (WSU), Chairman, F. Buckley (DPL), I. David (OU), J. Flaherty (WCCC), E. Hitchingham (OU), N. Skowronski (UD), J. Smith (WBH), A. Walaskay (UD)

L. Bugg, Assistant Director for Systems, WSUL, was present to present an update on NOTIS. She distributed the following documents:

- Online Fund Accounting and Invoice Processing, Nov. 1, 1985
- NOTIS Circulation Module Enhancements, Jan., 1986
- NOTIS Circulation Printed Products and Reports Currently Available, Jan. 13, 1986

At ALA Midwinter, Louise met with Jane Burke of NOTIS, the official contact person for the WSU/NOTIS contract. Ms. Burke has indicated that NOTIS will take care of the signed clientele first, and will be conservative regarding their marketing efforts as they want to be careful about not over-extending themselves. July 15, 1986 is still the target for acceptance of the online catalog/acquisition systems. However, NOTIS is missing the date for the index redesign as it is not expected to be completed in 1986. WSU will withhold \$10,000 until that comes but will go ahead with the implementation, without this enhancement.

BRS/NOTIS: The BRS software is loaded at the front-end of LUIS, so you can choose Boolean or Keyword search on your database. When you load your database you stipulate what fields have to be indexed. This enhancement is in testing and is scheduled for March 1986 though Louise thinks that's unlikely.

Distributed Printing: Louise also indicated that at this time NOTIS may not have the capability of doing distributed printing at individual libraries and, unfortunately for DALNET, this is not a high priority concern for NOTIS. NASA is using an operating system similar to what DALNET will be using (MVS) and bringing up 16 sites in the U.S. and is concerned about distributed printing and will be talking to NOTIS regarding the software they will be developing on this. If NOTIS acquires the software DALNET can use it! Peter Spyers-Duran does not want WSU to be responsible for DALNET's printing of overdue, purchase orders, etc. At the present time, the only printing that can be done is a screen-dump or circulation status of date dues. To make the distributed batch work, further work has to be done by DALNET programmers. According to the NOTIS response to WSU's RFP, it seems as though NOTIS has agreed to provide this enhancement but, on reviewing the contract, Louise thinks that NOTIS may have indicated that it would do so for WSU's libraries, not DALNET libraries. Line-printers needed to do distributed printing are expensive (\$10,000-\$12,000 each) and WSU has not yet decided whether it will be more cost-effective to have centralized printing or distributed printing for WSU's campus libraries.

Circulation Workshop: Louise attended an all-day NOTIS Circulation Workshop learning how to do Circulation Tables, how to load patron records and item records, how to update patron files, etc. An overview of the current circulation batch products (copies distributed) was also given. NOTIS is using SAS Reports (a report writer and statistical package) and will assist member

libraries to use it. WSU programmers will have to be trained on SAS. Bruce Miller gave an update on the NOTIS Circulation module enhancements (copy distributed) including the IBM microcomputer-based back-up system that NOTIS is developing. Rolf Ericson gave the documentation for new Circulation Desk procedures and has developed a very humorously done slide-show on how to barcode (available for \$25.00).

Barcodes: WSU has not yet decided whether to go to NOTIS or to BNA for barcodes. WSU is evaluating the NOTIS barcoding system and, though it is more attractive than BNA for the kind of problems WSU is anticipating, Louise is not sure if NOTIS can come through on time. NOTIS suggests that shelf-list cards be printed and filed until enhancements are completed as the sequence of the online shelf-list may be different from that of the manually filed shelf-list card.

NOTIS/ALA Booth: The BRS gateway and Harvard Online Fund Accounting and Invoice Processing system (copy distributed) were on demonstration. The new MARC holdings format (for serials?) has to be implemented in NOTIS and Harvard is doing some work on it.

LABELS: Louise indicated that work had to be done on the loader specs for the serial tapes. The point at which labels will be created depends on the source from where we get them, e.g., OCLC, NOTIS or Blackwell. Also decisions have to be made on when to create the labels. Louise indicated that her preference is to create the labels after the record is in NOTIS rather than get it from the OCLC record. OKIDATA dot-matrix printer is being experimented with to print labels attached to a Telex terminal.

Installation/Testing Status: WSU has approximately 4300 records loaded in a test file. Subject and call # indexes are not yet operational. There are several problems with the software which should have been fixed by NOTIS but now WSU programmers and Louise are working on it. However, those programs that work, work very well! The test-file is on the MERRITT network but dial-up access to it will be opened up after adequate security measures have been tested. Patron files will be loaded and tested shortly.

WSU has placed orders for some peripherals such as 25 Telex terminals with ALA characters, 25 printers, 2 phone lines for Purdy, modems, etc. They are still testing barcode scanners which seem not to work with some of the cheaper model keyboards. Cabling is being done. Joint purchasing for DALNET members is being investigated.

Tape Loading Project: BNA is on target. WSU's barcoding decision will be made this week (BNA or NOTIS). WSU is running into problem on how to handle items without call numbers. NOTIS has no solution for that either.

Several committees have been created and are working on various aspects of the WSU Automation project. There are two overall teams — (1) Circulation system (2) Online Catalog. The Circulation System team has sub-committees on Patron cards, Circulation Tables and Barcoding. The Online Catalog team has sub-committees on Workflow, Database Loading Committee, Screen's Committee and User Education Committee. The latter two will have implications for DALNET. DALNET will establish a Screen's Committee with representatives from its membership.

OU - Linda Hildebrand
U of D - Ann Walaskay
Hospital Librarians - Virginia Crossley
DPL - Helen Ma

Louise concluded her report by indicating that some policy level questions regarding the system will be distributed to DALNET after Peter Spyers-Duran has discussed them first. She distributed some PR materials now being circulated on WSU campus and left the meeting.

Jim Williams distributed a draft press release on the WSU Automation project and DALNET. The draft was reviewed and amended but both DPL and OU indicated that names of their institutions should not be included unless authorized. Subsequently, Jim asked F. Buckley and I. David to notify Louise Bugg if the names should be withheld.

"Schedule D - NOTIS Printed Documentation" was also distributed, to be included with the NOTIS contract.

Next the draft of the DALNET bylaws was reviewed and several changes were made. The draft will continue to be reviewed at the next meeting.

Meeting adjourned.

Submitted by: Indra David, OU

ID:re
02/06/86

Automation/
DALNET

D R A F T

1/13/86

EXHIBIT "E"

DETROIT AREA LIBRARY NETWORK

BY-LAWS

ARTICLE I - NAME

This organization shall be an incorporated, non-stock association. Its name shall be the Detroit Area Library Network (DALNET).

ARTICLE II - PURPOSE AND OBJECTIVES

This organization shall function to determine policies and operational implementation of the DALNET Online System and to promote and develop cooperative programs using shared library automation applications.

ARTICLE III - HOST INSTITUTION

Wayne State University shall serve as the host institution for DALNET and act as its fiscal agent. WSU fiscal and personnel standards will apply in the operation of DALNET.

ARTICLE IV - MEMBERSHIP

Membership shall comprise Wayne State University and those libraries approved by DALNET who have signed the DALNET Online System Agreement and who have paid their share of the DALNET capital contribution (hereinafter referred to as member libraries).

ARTICLE V - BOARD AND OFFICERS

Section 1 - Composition. The Board shall consist of one representative from each member library. Alternates with proxy shall be appointed by each member library as needed.

Section 2 - Officers. The officers shall be a President, Vice President, Secretary, and Treasurer. WSU and the Detroit Associated Libraries shall rotate offices held for President and Vice President. The Secretary and Treasurer shall be elected by entire membership vote. Term of office shall be one year, commencing October first.

ARTICLE VI - DUTIES OF OFFICERS

Section 1 - President. The President shall be the representative of the organization in the activities of DALNET. The President shall preside at all meetings of the Board, and shall appoint all standing and ad hoc committees with the advice of the Board.

Section 2 - Vice President. The Vice President shall act in the absence of the President, and shall perform such other duties as the Board or President may assign.

Section 3 - Secretary. The Secretary shall be responsible for all minutes and records of Board meetings. The Secretary shall also be responsible for other duties as assigned. Copies of all minutes shall be sent to all member libraries within two weeks of each meeting.

Section 4 - Treasurer. The Treasurer shall exercise such power and duties as shall be conferred upon the office from time to time by the Board.

ARTICLE VII - BOARD

Section 1 - Authority. The operation and policies of DALNET shall be determined by its Board.

Section 2 - Voting. Voting rights of each Board member shall be proportional to the member library's share of the DALNET investment. A two-thirds plurality of the total proportional votes assigned each member shall be necessary to carry actions.

Section 3 - Meetings. Meetings of the Board shall be held as the Board deems necessary, with a minimum of one meeting per year.

Section 4 - Special Meetings. Special meetings of the Board shall be called by the President or at the request of four members of the Board. Written notice of the meeting and the agenda shall be mailed to Board members not less than 5 days prior to the meeting date.

Section 5 - Quorum. A simple majority of the Board shall constitute a quorum.

ARTICLE VIII - COMMITTEES

Section 1 - Standing and Ad Hoc Committees. Standing and ad hoc committees may be appointed by the President with consent of the Board.

Section 2 - Standards Committee. There shall be a standing committee to recommend standards for the WSU/DALNET database.

ARTICLE IX - PARLIAMENTARY AUTHORITY

Robert's Rules of Order, revised, shall be followed, except as they may conflict with these By-laws.

ARTICLE X - AMENDMENTS

These by-laws may be amended by two-thirds vote of the Board, provided that notice of the proposed changes has been given to the Board at least two weeks prior to the meeting.

DALNET ONLINE SYSTEM AGREEMENT
FOR CAPITAL CONTRIBUTORS

WHEREAS, Wayne State University Libraries and several local libraries have decided to create the Detroit Area Library Network (DALNET) Online System, which will support a multi-type library, multi-institutional computer network providing for automated library services, and

WHEREAS, Wayne State University Libraries has purchased Central Site Equipment (described in Exhibit "A", attached and incorporated herein by reference) for the implementation of a DALNET Online System, and

WHEREAS, _____ desires to participate and to make a capital contribution in the DALNET Online System,

This agreement is entered into this ____ day of _____, 198__, between Wayne State University, Detroit, Michigan 48202 (hereinafter the University) and _____ (hereinafter the Library.)

1. DEFINITIONS

(a) "Central Site Equipment" shall refer to equipment (exclusive of terminals, printers, and associated telecommunication equipment, i.e., the local site equipment) purchased and owned by the University for the operation of the Online System. The Central Site Equipment comprises all equipment listed in Exhibit "A".

(b) "Database" refers to any and all data or information entered into the Online System by any Library. The Library hereby agrees to provide the necessary Bibliographic, Library Patron, and other information required for inclusion in the database for the Library to use the Online System.

(c) "Equipment" shall refer to computer hardware, software, and other manufactured items used in the operation of the Online System.

(d) "Local Site Equipment" shall refer to equipment owned and purchased by the Library. Such equipment shall include but is not limited to terminals, printers, multiplexers, modems, terminal controllers, and barcode readers.

(e) The "Online System", consisting of software and hardware and a generated database, provides online computer assisted library services to the Library.

2. OBLIGATIONS OF WAYNE STATE UNIVERSITY

(a) Wayne State University hereby grants to the Library access to use the Online System. The University agrees to provide maintenance of the Central Site Equipment.

(b) The University will share with the Library a commitment to achieve the functions and response times outlined in the WSU/DALNET RFP, and to support the development of enhancements required to meet those specifications.

(c) The University shall provide at cost, simultaneously with the completion of the installation of the Online System for the Library, such Library with a training manual and other training documents and training personnel sufficient to ensure the entry of data to the Online System and use of the Online System by the Library in accordance with established standards. The University shall provide the Library with updates to such manual and training documents at such times as such updates become available. Said training personnel shall be made available to the Library on a negotiated schedule during the University's normal business hours, Monday through Friday, excluding holidays.

(d) The University shall also provide technical advice and support during its normal business hours (Monday through Friday, excluding holidays), in order to aid the Library in the day to day operation of the Online System.

(e) The University shall provide the Library access to the entire Database and to all subsystems of the Online System during the scheduled hours of operation designated by the University at the beginning of each contract year. However, access to certain data and subsystems may be restricted to individuals at each institution who have been authorized by the Library for that access.

(f) The University agrees to provide the Library a manual and instructions relating to any modification, improvement or enhancement relating to the functions of the Online System.

(g) The University agrees to enter into joint purchasing agreements with the Library for peripheral equipment to achieve quantity, or other discounts;

(h) The University shall provide the applications programming necessary to install the Online System for the Library, according to a mutually agreed upon schedule;

(i) Further details of the University's obligations are outlined in Exhibit "D", attached.

3. OBLIGATIONS OF THE LIBRARY

(a) The Library shall pay the University the fees set forth on Exhibit "B", attached. The fees shall include start-up fees, capital costs, operating costs, and maintenance fees.

(b) The Library will share with the University a commitment to achieve the functions and response times outlined in the WSU/DALNET RFP, and to support the development of enhancements required to meet those specifications.

(c) The Library shall be responsible for the purchase of, and all costs associated with, DALNET approved Local Site Equipment, including installation and maintenance. The Library is also responsible for local site preparation, including installation of telephone lines. The University has the right to inspect or cause to be inspected, and repair or cause to be repaired, at the cost of the Library, any Local Site Equipment causing or reasonably suspected of causing down time in the Online System;

(d) The Library shall be responsible for obtaining and preparing its data (according to DALNET standards) to be loaded into the Online System, and for the costs of creating programs needed to load its data;

(e) The Library agrees to maintain the standards for entry of data to the Online System established by DALNET and to maintain the currency of its information in the Database;

(f) The Library shall schedule sessions for the training of key staff of the Library in the use and maintenance of the Online System at such times as are mutually agreed upon by the Library and the University;

(g) The Library shall use its best efforts to fulfill its requirements in the installation schedule mutually agreed upon by the Library and the University;

(h) The Library shall designate a Project Manager to be responsible for the installation and implementation of the Online System in its facilities;

(i) The Library must participate as a minimum in the online public access catalog and the circulation subsystems of the Online System.

4. CONFIDENTIALITY

(a) The University acknowledges that some of the information maintained by the Library on the Online System is confidential, and will use its best efforts not to disclose or permit access to such information without the consent of the Library; provided, however, that information maintained by the Library on the Online System which is publicly known through no wrongful act of the University shall not be deemed confidential under this Section.

(b) The Library acknowledges that some of the information maintained by other Libraries on the Online System is confidential, and will use its best efforts not to disclose or permit access to such information without the consent of the relevant Library; provided, however, that information maintained by a Library on the Online System which is publicly known through no wrongful act of the Library shall not be deemed confidential under this Section.

5. EQUIPMENT AND DATA

(a) The Library acknowledges that use of the Online System pursuant to this Agreement does not confer upon the Library rights, title and interest in material, documents and information related and/or used in connection with the Online System.

(b) In the event this Agreement is terminated in accordance with Section 10 hereof, the Library may obtain a magnetic tape copy of the data it has entered into the Online System at the actual reproduction cost of such copy.

In no event shall the Library have the right to withdraw or remove other member library data from the Online System.

(c) In the event that a Library uses bibliographic data input by another Library for cataloging purposes, it may be liable for concomitant costs.

(d) All Central Site Equipment shall be owned by the University. The software licenses shall be owned by the University. The Library shall not have ownership interest in the Central Site Equipment.

(e) The Library agrees that the operating system and other software listed in Exhibit "A" hereof is licensed to the University, under certain licensing agreements. The University shall provide the Library with a copy of the contract(s) between the University and NOTIS (Exhibit C). The Library agrees to abide by all restrictions, limitations, and prohibitions of such licensing agreements within said NOTIS contract, and to indemnify and hold harmless the University for any and all damages, liquidated or otherwise, for which the University becomes liable to NOTIS resulting from a breach of these licensing agreements caused by the Library. The Library further agrees to pay all costs incident to such a breach, including, but not limited to reasonable attorneys' fees. The Library shall not duplicate or copy any software documentation provided for the Online System by NOTIS without the express written consent of NOTIS and the University.

6. ASSIGNABILITY

The Library may not assign any of its rights under this Agreement to any third party without the express written consent of the University.

7. LIABILITIES AND WARRANTIES

(a) The University shall be responsible for downtime in the Online System or loss of information from the Online System only when it is caused by the negligence of the University or its authorized agents. Any downtime caused by failure in Equipment, whether Central Site Equipment or Local Site Equipment, is not the responsibility of the University, unless it is caused by the negligence of the University or its authorized agents. The authorized agents of the University are those University and DALNET-supported employees who are budgeted in full or in part against the account established for the Online System.

(b) The University is not responsible for any breakdown in the system or loss of information by the Online System due to causes beyond the University's control, including but not limited to, strikes, lock-outs, or other labor disputes; riots; civil disturbances; actions or inactions of governmental authority; epidemics; wars; embargos; fires; earthquakes; acts of God; default of the Library; default of a common carrier.

(c) The University will use its best efforts to fulfill its obligations pursuant to this Agreement. The contract with NOTIS provides that the software has been tested for accuracy in proper functioning, but NOTIS disclaims, except as to reasonable operability, any responsibility for complete accuracy or correctness of the software.

(d) In no event shall any party be liable to any other party for special, incidental or consequential damages arising out of the transactions covered by this Agreement.

8. MISCELLANEOUS

(a) This Agreement may not be changed or amended unless a writing is signed by all parties. No course of conduct, action or inaction on the part of any party may be considered a waiver of any of its rights under this Agreement, nor will its waiver of a right on any one occasion constitute a waiver of that right on any future occasion.

(b) This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Michigan.

(c) If any provision contained in this Agreement is deemed to be invalid or unenforceable under applicable law, the remaining provisions of the Agreement shall not be affected.

(d) Any dispute based upon or arising out of this Agreement shall be finally settled by a sole arbitrator. Such arbitrator shall be chosen by agreement of two representatives, one designated by each party, for this purpose. The arbitration shall be conducted in Detroit, Michigan, pursuant to the rules of the American Arbitration Association. Arbitration costs shall be split equally among the parties. Attorney's fees are an individual library responsibility.

(e) Notices required or permitted to be given under this Agreement shall be in writing and shall be delivered in hand or mailed, postage prepaid, by first class mail, to the address of the party. Notices that are delivered in hand shall be effective on delivery and notices that are mailed as set forth above shall be effective five (5) days after they are mailed.

(f) This Agreement contains the entire agreement of the parties with respect to its subject matter, and supersedes all prior agreements, understandings, representations, conditions, warranties and covenants, whether oral or written, between the parties.

(g) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

(h) The parties agree that in the performance of this Agreement they will not discriminate against any person on the basis of race, sex, age, religion, sexual preference, national origin or handicap protected by law.

9. TERMS OF AGREEMENT

(a) The Library shall become a member of DALNET upon the execution of this Agreement and the payment of all fees and assessments due hereunder.

(b) The DALNET members shall determine policies and operational implementation of the Online System and promote and develop cooperative library service. The by-laws of the DALNET organization are included in Exhibit "E", attached.

(c) This Agreement shall remain in effect from the date it is executed until the next following October 1.

(d) This Agreement shall be renewed annually without notice, unless terminated in accordance with Section 10. Upon the effective date of each renewal, the Library shall pay the fees negotiated in Exhibit "B", attached.

(e) Before June 1 of each year, DALNET shall negotiate with the University the fees for the Library's participation and capital contribution in the Online System to be effective October 1 of the following year. The amount shall be sufficient to cover the costs of operation and/or to reflect changes in the extent of the Library's participation in the Online System. The Library agrees to be bound by the fees which DALNET negotiates with the University.

10. TERMINATION

(a) The Library may terminate its obligations pursuant to this Agreement upon 60 days written notice to the University prior to September 30 of any year. Upon the effective date of such termination, if the Library desires a copy of the database it has entered into the Online

System, the Library shall pay to the University the actual cost of reproduction of a magnetic tape copy. The University shall provide the terminating Library with said magnetic tape no later than 120 days after receipt of the funds therefor.

(b) If the Library (i) does not pay the fees set forth in Exhibit "B" within 60 days of the date such fees are due, or (ii) does not fulfill its obligations pursuant to Section 3 hereto, the University may terminate this Agreement upon 90 days written notice to the Library.

(c) The University shall be obligated to refund funds paid by the Library upon a termination of this Agreement. Such refunds shall be proportional to the Library's capital contribution in relation to the amortization schedule for the capital equipment and the value of software enhancements.

Executed on the day and year first written above.

WAYNE STATE UNIVERSITY

BY: _____

Its: _____

LIBRARY

BY: _____

Its: _____