# **CONSORTIUM AGREEMENT OhioLINK Membership and Services**

This Consortium Agreement ("Agreement") is entered into by and among The Ohio State	
University as Fiscal Agent for the Ohio Library Information Network ("OhioLINK") and the	ıe
undersigned Members set forth on the signature pages hereto, dated as of this	day of
, 2014 (the "Effective Date").	

**WHEREAS**, OhioLINK is a consortium created by the Chancellor of the Ohio Board of Regents and pursuant to authority granted in Section 3333.04(T) of the Ohio Revised Code, as may be amended, to provide services and access to academic institutions of higher education and research throughout Ohio and to support and enhance the higher education library collections in the state of Ohio; and

WHEREAS, the Ohio Board of Regents has primary authority to set policies for OhioLINK and for OhioLINK's relationship with Members and has appointed the OhioLINK Advisory Board, an eighteen member Board comprised of representatives of four-year colleges, community colleges, regional campuses, library deans or directors, a Chief Academic Officer representing the Fiscal Agent, ex-officio members representing OhioLINK, the Library Advisory Council ("LAC") and the Ohio Board of Regents pursuant to Ohio Board of Regents Directive 2008-007, as amended. LAC serves as the primary advisory body to the OhioLINK Library Advisory Board and the Ohio Board of Regents or its designee. LAC consists of library deans and directors from each Charter Member, representative deans and directors from independent and two-year colleges, law libraries, medical libraries, and representatives from standing committees and task forces as constituted by LAC; and

WHEREAS, Member contributions have significantly helped to build the OhioLINK System and Core Services and fund the capital assets that comprise the OhioLINK Central Collection; and

WHEREAS, OhioLINK strives to make the information resources in the libraries of the Members more widely available and accessible in order to enhance the economic and educational development of the citizens of Ohio and to reinforce Ohio as a leader in the delivery of information services; and

**WHEREAS**, Members may voluntarily join OhioLINK and take advantage of OhioLINK services by becoming a party to this Agreement and agreeing to abide by the conditions hereof; and

**WHEREAS**, Subject to approval by the Ohio Board of Regents, Members may designate other organizations to participate in this Agreement as Affiliates which are identified by each Member on Appendix A to its respective signature page; and

WHEREAS, Members' support and commitment to OhioLINK allow OhioLINK to provide comprehensive services and negotiate favorable contracts for materials and services on behalf of all Members and maintain services on a long-term basis; and

**WHEREAS**, each Member acknowledges that it seeks to participate in OhioLINK, is eligible to do so, and wishes to contribute to and benefit from OhioLINK services; and

WHEREAS, The Ohio State University currently serves as the fiscal agent for OhioLINK ("Fiscal Agent") and is responsible for depositing and maintaining fees, paying vendors, and performing financial duties for OhioLINK; and

WHEREAS, OhioLINK, Fiscal Agent, and Members (individually, a "Party" and collectively, the "Parties") desire to support cooperative electronic and physical document delivery and sharing of materials held by Members or by OhioLINK on behalf of its Members,

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

## I. <u>DEFINITIONS</u>

- 1.1 "Affiliate" means any organization that:
  - a) is not eligible to become a Member pursuant to this Agreement; and
  - Member wishes to allow said Affiliate to have access to the services available under this Agreement; and
  - (c) has been approved as an Affiliate by the Ohio Board of Regents; and
  - d) Member agrees to manage and be fully responsible for said Affiliate's participation in OhioLINK and compliance with this Agreement.
- 1.2 "Charter Members" means the original OhioLINK members as defined by the Board of Regents at the creation of OhioLINK. Charter Members are the State Library of Ohio, Bowling Green State University, Central State University, Cleveland State University, Kent State University, Miami University, The Ohio State University, Ohio University, Shawnee State University, University of Akron, University of Cincinnati, University of Toledo, Wright State University, Youngstown State University, Northeast Ohio Medical University (NEOMED), Case Western Reserve University, and the University of Dayton.
- 1.3 "Core Services" means the mechanism provided and maintained by OhioLINK to facilitate the sharing and distribution of Library Materials and access to Library Materials to all Members at the established annual fee and usage charges and as further described in this Agreement.

- 1.4 "**Fiscal Year**" means the twelve-month period commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup>.
- 1.5 "Library Materials" means the OhioLINK Central Collection and the Local Shared Collection. Library Materials may include physical and electronic materials in any format, but does not include laptops and other devices or objects that are circulated from the Member library merely as a point of convenience, reserve items, or items that have special limited circulation rules that also apply to the patrons of Member.
- 1.6 "Local Shared Collection" means those materials in any format that:
  - a) are purchased and/or licensed by Member;
  - b) circulate to Member's own users;
  - c) Member is legally authorized to make available to other Members as Library Materials; and
  - d) Member makes available to OhioLINK pursuant to this Agreement.
- 1.7 "**Meetings**" means regular gatherings for Members to discuss and decide policies, procedures, and content purchases for Core Services.
- 1.8 "Members" means all Charter Members, and certain not-for-profit libraries upon invitation by OhioLINK with the consent of the Ohio Board of Regents, as identified on the attached Appendix B, as may be amended from time to time.
  - Member may include any branches, regional campuses, libraries, or other entities which are owned or controlled by the Member for which the Member is legally obligated and which are eligible to be Members pursuant to the OhioLINK Charter or other governing documents.
- 1.9 "OhioLINK Central Collection" means all of the materials in any format which are purchased and/or licensed by OhioLINK and made available to all Members, which may be funded or subsidized in whole or in part by OhioLINK or the Members.
- 1.10 "**OhioLINK System**" means the technological infrastructure, including hardware, software and other related components, to centrally facilitate physical and electronic sharing of Library Materials and access between Members.
- 1.11 "Opt-In Services" means other locally maintained and controlled databases or services, which are neither Core Services nor the OhioLINK Central Collection but are available to Members as additional services within the OhioLINK resources to be purchased at each Member's discretion.

#### II. OHIOLINK RESPONSIBILITIES

- 2.1 OhioLINK shall manage and support Core Services and make Core Services available to all Members as follows:
  - a) OhioLINK shall negotiate pricing structures for the purchase and distribution of OhioLINK Central Collection; and
  - b) OhioLINK will provide Members with access to all Library Materials; and
  - c) OhioLINK will maintain and provide a union catalog of all Library Materials that are available which shall be accessible to Members; and
  - d) OhioLINK will be responsible for providing and maintaining the OhioLINK System that OhioLINK determines, in its sole discretion and as directed by LAC and the Ohio Board of Regents, is best suited to allow Members to access Library Materials; and
  - e) OhioLINK shall, in its sole discretion, determine the adequacy and sufficiency of the infrastructure required to participate in the OhioLINK System, and may specify certain vendors, software or other technical requirements which Member must use or comply with, as applicable, in order to receive Core Services; and
  - f) OhioLINK shall provide such other services as determined by Members to be necessary and supportive of OhioLINK's mission and reasonably acceptable to OhioLINK, LAC and the Ohio Board of Regents.
- 2.2 OhioLINK, in its sole discretion, shall negotiate, maintain, and facilitate access to Opt-In Services and shall provide information about available Opt-In Services to all Members. OhioLINK may, in its sole discretion, add, discontinue, or develop cost-recovery mechanisms for Opt-In Services, as appropriate and consistent with applicable agreements between OhioLINK and Opt-In resource providers.
- 2.3 OhioLINK shall maintain on file a fully executed copy of this Agreement, including all executed signature pages and a record of any terminations pursuant to Article VI of this Agreement. OhioLINK shall maintain all Member signature pages executed subsequent to the Effective Date and shall promptly revise Appendix B to reflect a current list of all Members. OhioLINK shall provide a copy of any new Member signature pages and a revised Appendix B to Fiscal Agent promptly after any execution or amendment, as the case may be.
- 2.4 OhioLINK shall facilitate and host regular Meetings for Members and shall provide reasonable notice of Meetings to all Members.
- 2.5 OhioLINK shall be primarily responsible for monitoring and enforcement of compliance with this Agreement by all Members.

2.6 OhioLINK shall collect fees from all Members and promptly remit such fees to Fiscal Agent. OhioLINK shall also remit all invoices from vendors to Fiscal Agent promptly for payment.

### III. MEMBER RESPONSIBILITIES

- 3.1 Any Member that chooses to join OhioLINK acknowledges and agrees that membership in OhioLINK is expressly conditioned on:
  - a) payment of invoices, fees, dues, and usage charges owing under this Agreement; and
  - b) compliance with all of the terms and conditions set forth herein.
    - By signing and returning the signature page to this Agreement, Member agrees: 1) that it is eligible to participate in this Agreement; and 2) that the undersigned is duly authorized and has all requisite power, authority and capacity to execute this Agreement and to bind and obligate Member to its terms; and 3) to be bound by the terms and conditions set forth herein for the entire term of this Agreement.
- 3.2 Member shall abide by the terms of this Agreement as well as the OhioLINK policies, circulation policies and procedures available to Members on the OhioLINK website or otherwise distributed to Members.
- 3.3 Member represents and warrants that Member has identified all existing Affiliates on Appendix A to its signature page and hereby assumes full responsibility for and shall take reasonable steps to ensure that each of its Affiliates:
  - a) complies fully with the terms and conditions of this Agreement;
  - b) provides its Local Shared Collection for circulation to all Members; and
  - c) complies with third party terms and conditions of any OhioLINK vendor.
- 3.4 No additional Affiliates of a Member may be added to this Agreement without prior written permission of the Ohio Board of Regents, OhioLINK, Member's Library Director or designee, and LAC, and as memorialized in a written amendment to such Member's signature page. Member agrees to be the sole communication conduit with and representative to OhioLINK for all of its Affiliates.
- 3.5 Member shall provide OhioLINK access to at least fifty percent (50%) of the physical collection maintained by Member and by each Affiliate, which shall become a part of the Local Shared Collection. Member agrees to fully supply access to its Local Shared Collection under OhioLINK circulation policies, which are available by request to the Executive Director of OhioLINK.

- 3.6 Member shall provide to OhioLINK the appropriate bibliographic and holdings databases for its Local Shared Collection as soon as possible and shall provide additional materials to OhioLINK on an ongoing basis (new or retrospectively converted material) by and through mutually acceptable means.
- 3.7 Member's Library Director or a representative appointed by the Library Director who has the appropriate budgetary and administrative authority to represent Member in all matters related to this Agreement shall attend and actively participate in Meetings on a regular basis. LAC and OhioLINK committees rely on consortial decision-making processes to recommend to the Ohio Board of Regents which resources and services should be supported with state funds. Member acknowledges and agrees that Member is obligated to abide by this Agreement and any decisions made at Meetings regardless of whether Member attended or participated in any Meeting.
- 3.8 Member acknowledges and agrees that Member is responsible for obtaining authorization from publishers and vendors for any Local Shared Collection that Member makes available to OhioLINK. Such authorization shall include OhioLINK and all Members and shall not obligate OhioLINK, Fiscal Agent or any other Member to pay or incur any additional fee(s) or to incur any liability for use of said Library Materials in a manner that is more restrictive or materially different than any then current OhioLINK policy. Member shall provide OhioLINK with a copy of any such authorizations to OhioLINK upon request.
- 3.9 Member shall comply with all OhioLINK agreements that govern Member's use of Core Services or Opt-In Services. Member shall take all reasonable steps to ensure compliance with the acceptable use policies or other license terms required by such contracts and shall include statements about acceptable use of materials and authorized users through whatever means are effective and reasonable including by paper notice, on Member's library web sites, and through remote authentication pages. OhioLINK will provide Member with copies of any such contracts upon request.
  - Member shall cooperate with OhioLINK regarding any inquiry into the usage of services by Member, Affiliate, or unapproved user.
- 3.10 Member shall acquire, install, and maintain the appropriate technological infrastructure to enable physical and electronic connection to the OhioLINK System in a secure manner. Member must maintain access and authentication systems sufficient to specifically identify their Member's users within internet protocol, remote authentication, and reporting systems in order to protect against and prevent unauthorized use. Member shall supply all technical information required by OhioLINK to enable access to and maintain security of the OhioLINK System.

#### IV. LICENSURE AND OWNERSHIP OF DATA

- 4.1 Data obtained by OhioLINK from Member are hereby licensed in perpetuity to the State of Ohio for use in achievement of OhioLINK's goals, subject to any third-party license restrictions attached to such data.
- 4.2 Data obtained by Member from OhioLINK are hereby licensed in perpetuity to Member, subject to any third-party license restrictions attached to such data, and provided that Member has paid all invoices in full.
- 4.3 Member agrees that neither OhioLINK nor Fiscal Agent has any obligation to maintain or archive data obtained from Member. Membership in OhioLINK does not relieve Member from any obligations it may have to maintain any of Member's data or Local Shared Collection.

### V. FEES & INVOICES

- 5.1 OhioLINK shall send invoices of amounts due and owing under this Agreement to Member by physical or electronic means to the address for Member set forth on the Member's signature page.
- 5.2 Payments of all invoices shall be made promptly by Member to OhioLINK via electronic transfer, check, or any means mutually acceptable to the parties.
- 5.3 OhioLINK will invoice and Member agrees to pay for all goods and services provided under this Agreement including the following:
  - a) the annual OhioLINK membership fee as determined by OhioLINK for Core Services, which shall be due and payable on or before May 1<sup>st</sup> of each year for the next Fiscal Year; and
  - b) any OhioLINK Central Collection content purchased by Member shall be: i) assessed to Member by OhioLINK at the same rates and costs as OhioLINK pays to its vendors; ii) invoiced to Member as soon as possible after actual vendor rates are known; and iii) paid by Member as directed by OhioLINK within thirty (30) days after the receipt of invoices; and
  - c) any Opt-In Services purchased by Member shall be: i) assessed to Member at the actual cost of the materials or services; ii) invoiced to Member as soon as possible after actual vendor rates are known; and iii) paid by Member as directed by OhioLINK within thirty (30) days after the receipt of invoice. For purposes of this Paragraph 5.3(c)(i), the actual cost of materials or services means the same rates and costs as OhioLINK pays to its vendors for the same materials or services; or, if an Opt-In Service is developed and supported by OhioLINK, at a rate determined by

OhioLINK, in its sole discretion, which includes all reasonable costs incurred by OhioLINK to develop, maintain, and administer the materials or services.

- 5.4 OhioLINK will invoice and Member agrees to timely pay for all services provided to any of its Affiliates. Member will be solely responsible to collect fees, dues and usage charges from its Affiliates.
- 5.5 OhioLINK shall make all reasonable, good faith efforts to collect and refund to Members any amounts collected from vendors as penalties, fees, or rebates owed to OhioLINK pursuant to contracts between OhioLINK and such vendors.
- 5.6 Member acknowledges and agrees that any fees for services remitted under this Agreement may be non-refundable.

## VI. TERMINATION OR SUSPENSION

- 6.1 In order to negotiate the most favorable pricing possible and service delivery for all Members, Member acknowledges that OhioLINK must commit to long-term vendor contracts well in advance of needed access. To facilitate this requirement, participation in OhioLINK for an entire Fiscal Year is required and Member shall notify OhioLINK of intent to terminate this Agreement in sufficient time, as defined below, for OhioLINK to negotiate or renegotiate contracts with vendors on behalf of all Members. This Agreement may only be terminated, as to the terminating Member, as follows:
  - By mutual consent of OhioLINK and Member and upon such terms as OhioLINK and Member may agree; or
  - b) Member may, at its discretion, terminate this Agreement by delivering written notice to OhioLINK no later than May 1st preceding the Fiscal Year after which the Agreement will terminate (i.e. at least fourteen (14) months before termination). Termination under this provision shall not result in a refund of the annual fee for Core Services paid for the current Fiscal Year; or
  - c) Either OhioLINK or Member may terminate this Agreement upon material breach of this Agreement by the other and failure to cure said breach for thirty (30) days after providing notice of the breach pursuant to Section 7.8 of this Agreement, or such longer period of time as OhioLINK and Member may mutually agree. For clarity, Member's failure to timely pay any fees, charges, or invoices due and owing under this Agreement shall be deemed to be a material breach of this Agreement; or
  - d) Either OhioLINK or Member may terminate this Agreement for failure of Member to secure budgetary authority or lawful appropriation sufficient to meet its obligations under this Agreement, and any Party may terminate this Agreement if a material change in state or federal law makes continuation of this Agreement illegal or

impracticable. Termination under this Paragraph (d) may occur immediately upon receipt of notice from the terminating Party to the other Party.

For the avoidance of doubt, the termination of this Agreement with respect to one or more Members pursuant to this Section 6.1 shall not impact the validity and enforceability of this Agreement with respect to the remaining Members.

- 6.2 Upon termination of this Agreement, OhioLINK and the terminated Member shall mutually determine which Local Shared Collection data contributed by Member shall be retained by OhioLINK as Library Materials and which data must be removed by Member.
  - a) As to data that OhioLINK will maintain, and except as otherwise prohibited by law and pursuant to Section 4.1 of this Agreement, OhioLINK may maintain such data including but not limited to bibliographic and provenance data and may remove any attribution to Member from the data.
  - b) As to data that Member will remove from the OhioLINK System, Member is responsible for withdrawing its own data from the OhioLINK System within thirty (30) days of termination. If Member fails to remove said data, OhioLINK may assess the cost of removing said data against Member and Member shall pay OhioLINK for the actual costs assessed to OhioLINK for removal of the data.
  - OhioLINK will make reasonable and good faith efforts to facilitate continuing access to any previously purchased data or content for any terminated Member to the extent permitted pursuant to the underlying agreements with vendors or other resource providers and/or applicable law.
  - d) In the event Member is unable or fails to cooperate with OhioLINK regarding identification and removal of its data within thirty (30) days after termination of this Agreement, OhioLINK may, in its sole discretion, maintain or remove Member's data. If OhioLINK chooses to remove any Member data pursuant to this Paragraph 6.2, OhioLINK may assess the cost of removing said data against Member and Member shall pay OhioLINK for the actual costs assessed to OhioLINK for removal of the data.
  - e) In no event shall OhioLINK have any duty to remove, return or maintain any data of a terminated Member, nor have any ongoing obligation to a terminated Member with respect to same.
- 6.3 Unless mutually agreed by OhioLINK, Fiscal Agent, and Member, termination of this Agreement shall not relieve Member of any obligations or responsibilities incurred prior to termination.
- 6.4 This Agreement shall automatically renew for an additional Fiscal Year if not terminated as outlined herein.

6.5 Notwithstanding any other provision in this Agreement, OhioLINK may suspend services under this Agreement if Member is in breach of this Agreement. OhioLINK may reinstate services to Member once the breach is cured and upon such terms as OhioLINK may impose. During any term of suspended services, Member's obligations to OhioLINK under this Agreement shall remain in full force and effect.

#### VII. GENERAL TERMS

- 7.1 This Agreement contains the entire agreement between the Parties with respect to the matters referenced herein, and supersedes any prior written or oral agreement.
- 7.2 This Agreement may only be amended by approval of: i) OhioLINK; ii) Fiscal Agent; and iii) LAC. No such amendment shall be effective until: a) the OhioLINK Advisory Board approves the amendment; and b) OhioLINK sends written notice of the amendment to each Member at the most recent address provided by Member pursuant to this Agreement.
- 7.3 This Agreement may not be assigned except as follows:
  - a) Member may not assign this Agreement without the express written consent of OhioLINK.
  - b) The Ohio State University ("OSU") is the current Fiscal Agent, however if OhioLINK's fiscal agent changes, this Agreement shall be assigned from OSU to the new fiscal agent, and such then-current OhioLINK Fiscal Agent shall be deemed OhioLINK's Fiscal Agent hereunder.
  - c) The rights, powers, and remedies of each Party shall inure to the benefit of such Party and its successors and permitted assigns.
- 7.4 No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of this Agreement, shall not constitute a waiver of any rights of such Party.
- 7.5 In the event that any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected and shall remain in full force and effect.
- 7.6 This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.
- 7.7 WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR CONTENT PROVIDED TO MEMBER UNDER THIS AGREEMENT, MEMBER AGREES THAT (I) THE

PROVISION OF CONTENT IS SUBJECT TO AVAILABILITY FROM THIRD PARTY CONTENT PROVIDERS, AND OHIOLINK AND FISCAL AGENT SHALL HAVE NO LIABILITY SHOULD SUCH CONTENT BECOME UNAVAILABLE FOR ANY REASON OR IS NO LONGER AVAILABLE UNDER REASONABLE COMMERCIAL TERMS; (II) MEMBER'S USE OF ANY THIRD PARTY SOFTWARE OR CONTENT SHALL BE SUBJECT TO, AND MEMBER AND ALL USERS SHALL COMPLY WITH, ANY APPLICABLE THIRD PARTY LICENSE AGREEMENT, ACCEPTABLE USE POLICY OR OTHER DOCUMENTATION; (III) OHIOLINK AND FISCAL AGENT MAKE NO WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY CONTENT; AND (IV) MEMBER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY SOFTWARE OR ANY CONTENT SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. CONTENT AND THIRD PARTY SOFTWARE ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE" BASIS.

OHIOLINK AND FISCAL AGENT EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT ANY SOFTWARE, CORE SERVICE, OPT-IN SERVICE, OHIOLINK SYSTEM, CONTENT, DELIVERABLE OR OTHER SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; AND (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; AND (iii) ANY WARRANTY THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7.8 Any notice under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile transmission, or mail, as follows:

If to OhioLINK, to: 1224 Kinnear Road

Columbus, Ohio 43212

Attention: Executive Director Facsimile: (614) 228-1807

If to Member, to: The address and facsimile number set forth on Member's

Signature page hereto.

or to such other addresses or facsimile numbers as may be specified by like notice to the other.

(Signature pages to follow)

IN WITNESS WHEREOF, the Parties have	caused this Agreement to be executed by their
authorized representatives.	
-	
	The Ohio State University, as fiscal agent for
	Ohio Library and Information Network
	Ву:
	Geoffrey S. Chatas, Senior Vice President
	for Business and Finance and Chief
	Financial Officer
	Timuncial Officer
	Date:
	Ohio Library and Information Network
	By:
	Gwen Evans, Executive Director
	7 2 ·
	Date:
\ /	

# **Member Signature Page**

	("Member")
Institution Name	
Address	Library Director or Authorized OhioLINK contact
	Telephone Number
	Email
Member agrees to be bound by terms and conditions herein.	the Consortium Agreement and agrees to comply with all
	FOR MEMBER:
	Sign
	Print Name and Title
	Date

# Appendix A

	Affiliates of
	(Insert Member Name)
	The following Affiliates are included in the terms and conditions of this Agreement.
1.	
2.	
3.	
<ol> <li>4.</li> <li>5.</li> </ol>	
absent 9	No Affiliate may be added to this Appendix or allowed to utilize OhioLINK services express written permission of the Ohio Board of Regents, OhioLINK and the Member's Director or other authorized agent.
Ziorury	

Date: \_\_\_\_\_

## Appendix B

#### **Current Members**

The following are current Members and are included in the terms and conditions of this Agreement:

Antioch College

Antioch University

Ashland University

Athenaeum of Ohio

**Baldwin Wallace University** 

Belmont College

**Bluffton University** 

**Bowling Green State University** 

Bowling Green State University – Firelands

Capital University

Capital University Law School

Case Western Reserve University

Affiliate: Rock and Roll Hall of Fame Library and Archives

Case Western Reserve University – Health

Case Western Reserve University – Law Library

Cedarville University

Central Ohio Technical College

Central State University

Cincinnati Christian University

Cincinnati State Technical and Community College

Clark State Community College

Cleveland Clinic

Cleveland Institute of Art Library

Cleveland Institute of Music

Cleveland State University - Michael Schwartz Library

Cleveland State University – Marshall College of Law Library

College of Wooster, The

Columbus College of Art and Design

Columbus State Community College

Cuyahoga Community College

Defiance College

**Denison University** 

Eastern Gateway Community College

Edison State Community College

Franciscan University of Steubenville

Franklin University

Heidelberg University

Hiram College

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Hocking College

John Carroll University

Kent State University (all campuses: Ashtabula, East Liverpool, Geauga, Salem, Stark, Trumbull,

Tuscarawas)

Kenyon College

Lake Erie College

Lakeland Community College

Lorain County Community College

Lourdes University

Malone University

Marietta College

Marion Technical College

Mercy College of Ohio

Methodist Theological School in Ohio

Miami University

Miami University Hamilton

Miami University Middletown

Mount Carmel College of Nursing

Mount St. Joseph University

Mount Vernon Nazarene University

Muskingum University

North Central State College

Northeast Ohio Medical University

Affiliate: Akron Children's Hospital Mary Hower Medical Library

Affiliate: Akron City Hospital Medical Library

Affiliate: Akron General Medical Center Medical Library Affiliate: Aultman Hospital Health Sciences Library

Affiliate: Mercy Medical Center Medical Library

Affiliate: Northside Medical Center Health Sciences Library

Affiliate: St. Elizabeth Medical Health Center Affiliate: Barberton Hospital Medical Library

Affiliate: Robinson Memorial Hospital Health Library

Northwest State Community College

Notre Dame College

Oberlin College

Ohio Christian University

Ohio Dominican University

Ohio Northern University (includes Law Library)

Ohio State University Libraries – Main, The

Ohio State University Agricultural Technical Institute

Ohio State University Health Sciences Library

Affiliate: Nationwide Children's Hospital

Ohio State University Moritz Law Library, The

Ohio State University at Lima, The

Bromfield Library and Information Commons (Ohio State University – Mansfield)

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Ohio State University at Marion, The

Ohio State University at Newark, The

Ohio State University - Ohio Agricultural Research and Development Center

Ohio University Libraries

Ohio University – Chillicothe

Ohio University Eastern

Ohio University – Ironton (Southern)

Ohio University Lancaster (OUL)

Ohio University Zanesville

Ohio Wesleyan University

Otterbein University

Owens Community College

Pontifical College Josephinum

Rhodes State College

Saint Mary Seminary and Graduate School of Theology

Shawnee State University

Sinclair Community College

Southern State Community College

Stark State College

State Library of Ohio

Terra State Community College

Tiffin University

Trinity Lutheran Seminary

University of Akron, The

University of Akron - Law

University of Akron Wayne College Library, The

University of Cincinnati (including Lloyd, Blue Ash, and Clermont)

Affiliate: Cincinnati Children's Høspital and Medical Center

Robert S. Marx Law Library at the University of Cincinnati College of Law

University of Cincinnati – Med

University of Dayton

University of Dayton School of Law

University of Findlay, The

Affiliate: Winebrenner Theological Seminary

University of Mount Union

University of Northwestern Ohio

University of Rio Grande / Rio Grande Community College

University of Toledo Carlson Library, The

University of Toledo - Health, The

University of Toledo – Law, The

Urbana University

Ursuline College Ralph M. Besse Library

Walsh University

Washington State Community College

Wilberforce University

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Wilmington College
Wittenberg University
Wright State University Libraries
Affiliate: Dayton Children's Hospital Library
Affiliate: Good Samaritan Hospital Library
Affiliate: Grandview Hospital Library
Affiliate: Kettering College Library
Affiliate: Kettering Medical Center Library
Affiliate: Miami Valley Hospital Library
Wright State University – Lake Campus
Xavier University
Youngstown State University
Zane State College

Date: \_\_\_\_\_