



LIBRARIES ONLINE, INCORPORATED

100 Riverview Center, Suite 252, Middletown, Connecticut
06457

Membership Agreement (rev. June 26, 2012)

A. Role and Responsibilities of Libraries Online, Inc. ("LION").

1. LION's activities involve, in general and without limitation, the management and operation of shared system(s) which perform circulation, bibliographic, and other library functions, serving its Members remotely. LION's activities are established as general policies or with respect to specific action, as specified by its Members, as the term is used in LION's by-laws, at their meetings or by its Board of Directors, either at its meetings or by its unanimous written consents to action, as the case may be.

2. Among the various activities LION will perform, within the framework prescribed in foregoing paragraph 1, LION and its Members will do the following:

(a) LION, as distinguished from its Members, will provide the central system(s) it will use, consisting of equipment and related software programs, by purchase, lease, or license, as the case may be.

(b) LION, as distinguished from its Members, will own the copyrights in the data base that is recorded, from time to time, within its computer system. Each Member, by subscribing to this Agreement, hereby assigns to LION any copyrights that Members own in any portions of the data base that LION does not own by virtue of LION's being the author for copyright law purposes and agrees to execute formal instruments of specific assignment upon LION's request and at LION's expense.

(c) LION's staff will contract for maintenance service for the shared system(s) and will perform other tasks, in an effort to have the system(s) operate efficiently and with a minimum of downtime.

(d) LION's staff will provide training to Members.

(e) LION's staff will administer policies established by the Members or the Board of Directors.

(f) LION will produce and distribute notices and reports to Members in a timely manner.

(g) LION will render reasonable cooperation to auditors for Members.

(h) LION will enforce all warranties and system performance guarantees made by the vendors.

(i) LION will contract for the data communication services required by its Members for the use of the shared system(s).

B. Role and Responsibility of Each Member.

1. Each Member will participate in LION in an active and ongoing fashion and will abide with the By-laws of LION and the Membership Agreement.
2. Each Member will place its patron and bibliographic records in the shared system, in accordance with the standards adopted by the Board of Directors.
3. Each member will obtain approval by Lion for any new equipment, or LION may not be required to maintain or service such equipment.
4. Each Member will pay to LION annual system maintenance fees and periodic assessments, established by the Board of Directors.
5. Each Member will pay each invoice for those fees and assessments within ninety (90) calendar days of receipt.
6. Members may be called upon to assist in the training of new Members.
7. Resource sharing is central to LION's philosophy, and all Members are expected to participate.

C. Other Responsibilities.

1. LION and every Member are deemed to acknowledge that information recorded in LION's system(s) is confidential and to agree to exercise reasonable control over access to that system so that confidentiality is respected. Members acknowledge that Connecticut State Law protects the confidentiality of library records (C.G.S. Sec. 11-25) and that such records may be released only with the permission of the user or pursuant to a court order.
2. LION, on the one hand, and each Member, on the other, will use its best efforts to bring operational and other problems to the attention of the other as quickly as possible.
3. LION will insure its assets against loss or damage by fire, theft, or similar casualties. LION will duplicate regularly recorded data used with the shared system(s) and will store the duplicates in a separate geographic location for safekeeping.
4. Each Member shall indemnify LION, and directors and officers of LION, for, and hold them harmless from, all damage, loss, cost, and expense incurred or suffered by them as a result of, or in connection with, any claim, suit, or action made, or brought, against them by any third person to the extent that the claim, suit, or action, is related to, or arises out of, any act or omission for which that Member is legally liable to that person.

5. In light of each Member's opportunity to participate in the establishment of the policies that govern the operation of LION, LION shall not be liable to any Member for any harm suffered or incurred by that Member as a result of, or related to, any act taken, or omission made, pursuant to a policy or decision of the Members or the board of directors, in whose adoption that Member had the opportunity to participate, and no director of, or person employed by, LION shall be liable to any Member for any harm suffered or incurred by that Member as a result of, or related to, any act taken, or omission made, pursuant to a policy or decision of the Members or the board of directors.

D. Termination.

1. (a) A Member may terminate its participation in LION at any time entirely at its discretion, by at least six (6) months' prior written notice to the President of LION, and payment of the fees due, and assessments levied, prior to the effective date of termination. Notice given between July 1 and December 31 will terminate Membership as of the following June 30. Notice given between January 1 and June 30 will terminate Membership as of the following December 31. (b) Upon the vote of at least two thirds of the then-current Members, LION may terminate a Member's participation in LION in the event that the Member commits a breach of an obligation to LION and fails to remedy the breach within thirty (30) calendar days after it receives written notice from LION to that effect that specifies the nature of the claimed breach. Such termination shall be final, and shall not be subject to arbitration. (c) LION may not terminate any specific services to any Member without cause, unless it terminates furnishing the same services to all Members.

2. Whenever a Member's participation in LION is terminated, (a) that Member will have no right to withdraw the bibliographic data it input into the shared data base; (b) upon request and solely at the expense of the library, LION will furnish the Member a copy of its data upon termination; and (c) whenever termination takes place within a fiscal year, the Member will receive no refund of the unused portion of any fees or other charges, nor any portion of the corporation's assets.

F. General.

1. Headings are used in this Agreement are for convenience only and are not to be used in its interpretation.

2. Each Member subscribes to this Agreement in consideration of a similar subscription by other Members.

3. The terms and conditions set forth in this Membership Agreement may be modified in accordance with the Bylaws by a 2/3 vote of the Board of Directors.

4. This Agreement shall be re-executed by all Members upon revision if required by the Board.

By signing below the (Insert Library Institution Name) and Libraries Online (LION) agree to be bound by the terms and conditions of this agreement and the Libraries Online Bylaws as they may be changed or amended from time to time

Signature, Libraries Online

Signature, Member