

DALNET DIRECTOR'S MEETING
October 16, 1986, 3:00-5:00p.m.
WSUL Director's Conference Room

Present: Tom Risto, Jim Flaherty, Joan Smith, Milton Merry, Fran Buckley, Florence Tucker, Jane Hale Morgan, Indra David, Sue Frankie, Louise Bugg, Peter Spyers-Duran.

P. Spyers-Duran distributed copies of a letter from John McGowan of NUL notifying WSUL that the purchase of NOTIS by TBG was off.

L. Bugg distributed copies of a letter to Jane Burke clarifying the relationship of DALNET libraries to NOTIS.

P. Spyers-Duran reviewed the Online System Agreement dated 9/23/86 that was sent to each Dalnet institution with a cover letter dated 9/25/86. These documents were made using the Oakland University agreement with each institution's name substituted for Oakland's and with individual cost sheets attached.

Concern had been expressed by many Dalnet members prior to the meeting about the deletion of all references to DALNET in the agreement. Wayne State's commitment to the DALNET organization was re-affirmed *with an explanation for reasons why DALNET references were edited out.*

The group then reviewed the Agreement, page-by-page, noting areas needing attention regarding the inclusion of Dalnet.

Attached are notes of the areas discussed. F. Buckley will submit some revised working, as indicated. Jim Williams will re-draft the agreement in light of these suggestions, have it reviewed by WSU's legal counsel, send the revised document to Dalnet Directors, and schedule another meeting if further discussion is required.

Notes by,
L. Bugg
October 17, 1986

Discussion of "Online System Agreement" of 9/23/86

Page 1

- Title should read "DALNET Online System Agreement" (change underlined).
- In Whereas paragraphs (and elsewhere, as appropriate), delete "WSU/NOTIS" as modifier to Online System.
- Add to the end of the second Whereas paragraph, "and become a member of the Detroit Area Library Network (DALNET),".
- Reinstate initial Whereas paragraph from the 5/8/86 version of the agreement.

Section 1. Definitions

- Reinstate the definition of DALNET from 5/8/86 version, item 1 (h).

Section 2. Participation

- Reinstate (b) from 5/8/86 version, referring to the DALNET Bylaws as Exhibit H. F. Buckley will submit re-arranged wording for this item.
- Item (c) from 5/8/86 version is covered by attaching the Bylaws.

Section 3. Role of WSU

- (c) the implementation schedule should not be included as part of the generic agreement, but should instead be referenced as an Exhibit, which can then vary for each institution.
- (f) concern was raised regarding RFP goals which go beyond the NOTIS contract.
- (g) delete "4. Day after Thanksgiving Day."
- (h) concern was raised about there being no mention of making and effort to schedule downtime during non-operating hours.
- (m) correct last word from "Oakland" to specific Dalnet institution in each agreement.
- (o) and (p) it became clear that further clarification of training, onsite visits, and consultation time was needed. Language previously used was more open regarding the availability of time from DALNET-funded staff at no charge, and, if not available, from other WSU staff at cost.
- (w) reinstate wording from 3(r) in 5/8/86 version, indicating the standards are established by DALNET.
- (aa) reinstate broader language regarding any library's data.
- (bb) + (cc) these items need a schedule and costs.
- (dd) the standards were to be set by DALNET, however, WSU was to be responsible for monitoring and enforcement.

Section 4. Role of library

- (a) concern was expressed about the +10% leeway previously offered. P. Spyers-Duran said WSU could no longer offer it.
- (e) refer to Dalnet standards, as in 3(w) above.
- (k) reinstate broader language regarding any library's data, as in 3 (aa) above.

Section 5. Acceptance

- (d) concern was expressed about WSU ceasing a given function, especially circulation.

Section 7. Software and Data

- (c) the costs were to be established by the DALNET Board.

Section 9. Liabilities and Warranties

- (b) Oakland's rights needs to be changed to name of specific DALNET institution in each agreement.
- (d) interpretation of "reasonable care" was requested during the meeting.

Section 10. Miscellaneous

- The former section on arbitration was excluded because neither WSU's nor Oakland's attorneys wanted it.
- (d) need to make sure the name, title, and address of each institution is correct, eg., for DAL, it should be "Director, Detroit Associated Libraries."

Section 11. Terms of Agreement

- reinstate 10(a) from 5/8/86 version, specifying that the library becomes a member of DALNET.
- (c) F. Buckley will submit suggested wording.

Section 13. Termination

- (a) (1) asked for clarification in the meeting of the terms "material failure" and "substantially impedes."
- (c) (2) explanation was requested during the meeting.

Section 14. Exhibits

- add H DALNET Bylaws
- add another for Library's Implementation Schedule

Proposed Amendments to DALNET Online System Agreement

2. (b) DALNET shall function to determine policy for DALNET including the implementation and development of cooperative library service through the use of the Online System, and to negotiate this Agreement for Capitol Contributors. The Bylaws of the DALNET organization are incorporated by reference and attached as Exhibit "H."

4. (a) line 9 change WSU to DALNET

11. (c) line 4 "..., said share to be determined based on the costs of operating and managing the system as negotiated between DALNET and WSU and a formula approved by DALNET to allocate proportionate shares reflecting the extent of DAL's participation in the Online System. The formula will include factors such as database size, number of terminals, number of transactions, or other pertinent measures of use.

FJB

10/17/86