

Indiana Digital Library Membership Parameters

1. Purpose

The Indiana Digital Library Consortium (“IDL”) was formed in March 2022 and was created to improve access to digital materials for Indiana library patrons through shared content and cooperation on the OverDrive, Inc. (“OverDrive”) platform. The purpose of the Membership Parameters is to define a working relationship between and among participating libraries and to ensure consistent expectations of participation from all IDL member libraries (“members”). These parameters define the system of cooperation between the members to provide a sustainable system of governance, promote consistent acquisition and collection development activities, and facilitate long-term cohesion among IDL members.

2. Eligibility

IDL membership is open to any public library located in Indiana that, at the time of joining, falls within the participation guidelines set forth by OverDrive.

3. Organization

- A. IDL content consists of the individually maintained Advantage Plus collections of participating members, as well as a Shared Collection, which is a distinct, centrally managed collection formed from funds contributed by members to a group purchasing pool.
- B. IDL is served by a volunteer board of employees of either IDL member libraries and/or the Indiana State Library. This board shall be responsible for the oversight, expenditure, and reporting on shared collection funds.
- C. An initial board consisting of a representative from no fewer than 10 % of the current member libraries shall be appointed by the State Library Director. The initial board shall create bylaws that will govern the IDL Board governance structure, including but not limited to:
 - I. The number of board members
 - II. Length of board terms
 - III. Election and removal of board members and officers

- IV. Qualifications of board members
 - V. Terms of office and term limits, if any
 - VI. What officers there will be and how often there will be elections
 - VII. Titles and responsibilities of officers
 - VIII. Frequency and location of meetings
 - IX. Quorum requirements
 - X. Establishment and purpose of committees, if any
 - XI. Procedures for amending the bylaws and membership parameters
- D. In the event that all seats on the IDL Board become vacant, the State Library Director shall appoint a new board of willing and eligible volunteers until such time that the seats can be filled according to the provisions in the board bylaws.

4. Funding

Each IDL member will be invoiced by OverDrive for their respective OverDrive subscription fee according to the OverDrive fee schedule.

Libraries shall also annually deposit with OverDrive their assessed Shared Collection Funds to be managed by the IDL Board pursuant to paragraph 3A and 3B.

5. Member Responsibilities

Continued IDL membership requires the following:

- A. Adhere to all rules, policies, and procedures promulgated by the IDL Board;
- B. Accept OverDrive's terms of use and submission of OverDrive enrollment paperwork;
- C. Pay required fees and ongoing costs to OverDrive;
- D. Accept administrative responsibility for the member's own staff training, local configurations, bibliographic control, user access, and content management; and
- E. Members agree to appoint a member representative for their library to serve as a point of contact for IDL matters and potential voting

6. Points of Contact

The Indiana State Library Point of Contact can be reached at IDL@library.in.gov. Members shall advise the IDL Board of the name and contact information of the individual who will serve as the liaison between the IDL and their respective library.

General Provisions

- A. Amendments. Any IDL member, including members of the IDL Board, may request changes to the IDL Membership Parameters. Any changes to the IDL Membership Parameters must be voted on and approved by the IDL Board.
- B. Enforceability. The IDL Membership Parameters are not binding on a library until the library has an authorized library official sign the IDL Membership Parameters, agreeing to their terms, and submits a copy of the signed Membership Parameters to the IDL Board.
- C. Severability. If any portion of the IDL Membership Parameters are judicially determined to be illegal or unenforceable, the remainder of the IDL Membership Parameters shall continue in full force and effect and the board shall work together with the affected IDL members to renegotiate the terms affected by the severance.
- D. Third Party Beneficiary Rights. These IDL Membership Parameters do not create in any other individual or entity the status of third-party beneficiary and these IDL Membership Parameters shall not be construed as to create such status. The provisions of these IDL Membership Parameters are intended only to assist the members in determining and performing their obligations herein. Members intend and expressly agree that only other members or the IDL Board shall have any legal or equitable right to seek to enforce the IDL Membership Parameters, including but not limited to seeking to remedy any breach of the IDL Membership Parameters or failure to perform.
- E. Term.
 - I. A library's membership term begins upon an authorized signer from the library signing the IDL Membership Parameters and providing a copy of the same to the IDL Board.
 - II. Membership is perpetual.
 - III. Members may be released from the IDL for failure to perform. Such a ruling must come from the IDL Board and will be handled and may be appealed pursuant to procedures set forth in writing by the IDL Board.
 - IV. Members may request to leave the IDL consortium upon notification to the IDL Board. Refund of any prepaid subscription fees will be handled by OverDrive in accordance with the contract between OverDrive and the withdrawing member library. Members will not be entitled to any refund related to purchases made with consortial funds.

Signatures

I attest that I am duly authorized to sign on behalf of the below named library and that by signing, I am requesting on behalf of the library to join the Indiana Digital Library Consortium. I understand and agree that membership in the Indiana Digital Library Consortium is conditioned on the library abiding by the Membership Parameters.

Signature

Date

Printed Name

Library Name