



COMMITTEE FOR HIGHER EDUCATION LIBRARIANS OF SOUTH AFRICA (CHELSA)

MEMORANDUM OF *UNDERSTANDING*

This memorandum between South African University Libraries relates to the mutual rendering of certain library and information services with a view to the cost-efficient use of resources for purposes of maintaining and improving library and information services for higher education and research in South Africa.

1 PREAMBLE

This memorandum is intended to promote co-operation among University Libraries in order to develop a national academic information infrastructure. As individual libraries are not in a position to meet all the requirements of their users, the establishment of a networked academic information infrastructure has become essential. This memorandum will provide the framework to ensure the provision of quality services by all participants. It focuses on areas of co-operation which are not necessarily included in agreements between libraries in different consortia.

2 MISSION

CHELSA strives through visionary and visible transformational leadership to ensure that the Higher Education sector is provided with optimal access to information for the purpose of learning, teaching, research and community development. CHELSA will support knowledge management practices in academic and research libraries.

3. STRATEGIES

In order to accomplish the Mission of CHELSA, the following strategies, which for practical reasons and in accordance with the

Goals and Objectives of the National Plan for Higher Education may be grouped together, will be followed:

- 3.1 act as advocacy agent nationally in discussions with the Department of Education (DoE), the Council of Higher Education (CHE), National Council of Library and Information Services (NCLIS), Library and Information Association of South Africa (LIASA), and the Higher Education Association of South African Universities and Universities of Technology and other relevant national organisations.
- 3.2 play a prominent role at national level in formulating objectives and planning and decision making with the aim of influencing university policy in ensuring the well being and continued relevance of these libraries.
- 3.3 co-operate with regional consortia regarding joint licensing agreements for electronic resources and for other national agreements, with the Coalition of Southern African Library Consortia (COSALC) and the South African Site Licensing Initiative (SASLI).
- 3.4 seek out, develop and nurture relationships with private / public companies, corporations, foundations, public libraries as well as other groups interested in fostering academic and research librarianship.
- 3.5 provide developmental opportunities and develop information access policies for university libraries thus enhancing their ability to deliver an effective and relevant service.
- 3.6 explore, develop and promote a research agenda which focuses on the current and future needs of academic and research libraries.
- 3.7 define the management information needs of academic and research libraries, to examine whether and how these needs are now being met, and to determine ways in which these statistics may be generated and disseminated.
- 3.8 to plan, develop, apply and integrate the use of technology within the library and information environment of the higher education sector.
- 3.9 provide a forum for university librarians interested in user education/information literacy in higher education, to identify issues and problems encountered by librarians in this regard and to develop approaches and solutions to these problems.

- 3.10 encourage university libraries to develop and implement active quality assurance programmes, develop standards and guidelines, and to participate in bench marking exercises nationally and internationally.
- 3.11 encourage and assist its members to comply with relevant legislation affecting the operations of university libraries
- 3.12 encourage university librarians to establish human resource development programs that are in keeping with national legislation.
- 3.13 ensure that all university librarians contribute significantly to the transformation of Library and Information Services that will in turn contribute to the social and economic upliftment of the peoples of South Africa.

4 GENERAL COMMITMENT

- 4.1 The heads of university libraries hereinafter referred to as parties committing themselves to this memorandum undertake to collaborate with one another as implied in the Higher Education Act and to be of service to one another's clients as agreed to hereinafter.
- 4.2 This memorandum is not intended to impinge on any university library's autonomy. For the implementation and supervision of the functioning of this memorandum, the parties affirm that it be placed within the authority and duties of CHELSA.
- 4.3 The parties bind themselves to the enactment of the memorandum and they undertake to make available all reasonable resources and means in their libraries in the provision of the proposed service. Where a party is unable to carry out a specific clause of the agreement such party is obliged to refer the matter to CHELSA in terms of clause 11 of this agreement.

5 PROVISION OF SERVICES

- 5.1 Each university library is individually responsible for, and will be expected to provide, core library and information services to all its users from undergraduate to research.
- 5.2 Each university library must provide fully for the needs of its own undergraduate as well as pre-masters students.

- 5.3 The parties agree to make their libraries available to registered Masters and Doctoral students; in terms of the conditions specified below.
- 5.4 The parties further agree to make their libraries available to one another for use by academic and research staff ; in terms of the conditions specified below.
- 5.5 The above does not preclude individual agreements between member libraries.
- 5.6 Institutions will deal with occasional visitors in terms of their established policies.

6. SPECIAL MEMBERSHIP OF OTHER LIBRARIES UNDER CERTAIN CIRCUMSTANCES

6.1 Special membership of other university libraries

As agreed under clause 8, the general system with regard to mutual assistance and service rendering is based on the use of electronic means and of the interlibrary loan scheme. Under certain circumstances of merit, the head of a university library or a person duly authorized may approve special membership to persons described in clause 5 on presentation of a standard letter of introduction signed by the head of the home institution or a person duly authorized (see appendix for specimen). No other letter of introduction will be acceptable.

6.2 Letters of introduction issued by heads of university libraries

When a member of staff or a student (as described under clause 5 hereof) of a university wishes to use the library and information services of another university library, it will be necessary for the client to obtain a signed standardised letter of introduction from the head of the home university library, or from a person who has been duly authorised, and to present such letter to the head of the hosting university library for acceptance. No other letter of introduction will be acceptable.

6.3 Grounds for issuing of letters of introduction

Letters of Introduction for special membership of a university library will not be provided to persons described in Clause 5 merely on the grounds of wishing to access a university library other than their home institution library.

Grounds for issuing Letters of Introduction should be:

- Evidence of inadequacy of the home institution library's resources in a particular academic area;
- Special research requirements that cannot be met by the home institution library

Where a Masters or Doctoral student has registered at his/her home institution and in the opinion of the head of the university library or a person duly authorized is experiencing problems of access (for example, a student registered for part time postgraduate study who lives at a significant geographical distance from the home institution), a signed Letter of Introduction may be issued for presentation at a university library nearer to the home of the student. The granting of special membership is at the discretion of the head of university library or a person duly authorized to whom the letter is directed.

6.4 Responsibility for borrowed material on the basis of issued letters of introduction

The university library issuing a Letter of Introduction on the grounds described in 6.3 accepts full responsibility for any material borrowed by the person to whom the Letter of Introduction has been issued, in his/her capacity as a special member of the host university library.

This further implies that any losses resulting from material that is not returned by the special member within the stipulated time will be recompensed in full by the responsible university library. Any action against the defaulting borrower will be instituted by the responsible library.

Upon payment of compensation by the responsible library to the library that incurred the loss, the latter hereby agrees to cede to the former its right, title and interest in and to any claim for loss or damages which it may have occurred against the borrower by reason of his/her default.

7 PROVISION OF LIBRARY SERVICES TO OTHER UNIVERSITIES WITH REGARD TO SPECIALIST FIELDS

- 7.1 Access to another university library does not guarantee access to electronic resources. This will depend on the hosting library's license agreements.
- 7.2 Where certain universities develop specialised library collections in a particular discipline and/or format, this will be seen as a strengthening of the system as a whole, and these libraries shall provide services to other universities at a regional and, possibly, at a national level, under the stipulated conditions.

8 THE GENERAL SYSTEM OF MUTUAL ASSISTANCE AND SERVICE RENDERING

As a general rule, it is accepted that the interlibrary loan system will be the general system of co-operation regarding sharing of information not freely available electronically. University libraries will make every effort to ensure that postgraduate students and staff are fully aware of the resources available in their home institution libraries and only in strongly motivated circumstances reflecting the grounds as set out in 6.2 will use be made of Letters of Introduction for special membership.

9 GENERAL RULES REGARDING MUTUAL ASSISTANCE AND SERVICE RENDERING BY UNIVERSITY LIBRARIES

The parties undertake to render a regular and effective service to one another and one another's clients. It is, however, expressly agreed that the said service and co-operation will be rendered in accordance with the normal working hours, internal policy, rules and procedures in force within each library.

9.1 Costs

The costs regarding mutual assistance and service rendering as intended in this agreement are regulated hereinafter unless libraries have mutually agreed otherwise and other arrangements have been made. Costs related to access cards should be charged to the student or staff member.

9.2 Interlibrary loans

The parties hereto agree that university libraries will render interlibrary loan services in accordance with paragraph 8 and strictly in adherence with the guidelines laid down by the National

Library of South Africa (NLSA), as contained in the manual for interlibrary loan services. Inter-loan facilities must be provided to staff and students by the home library and not by the hosting library.

All parties will, as far as it is reasonable and executable, respond to all interlibrary loan requests within 2 (two) working days after receipt thereof.

The parties furthermore agree that if unreasonable imbalances in services rendered should emerge from interlibrary loan statistics (as gathered by the NLSA and CHELSA), the problems should be addressed by the relevant parties and be resolved by mutual agreement.

Ariel will be applied as the preferred standard for electronic transmission and receipt of journal articles.

9.2.1 Free loan services

The parties agree to provide free loan services to one another and to apply the tariff structure as laid down by the NLSA to services rendered to non-members. As far as services rendered to libraries not party to this memorandum are concerned, the decision rests entirely with the university library, whether to deliver or charge for such services or not.

9.2.2 Interlending costs

Interlending loan costs are excluded from this memorandum and as such the following costs are payable by a university library to which assistance or services have been rendered in respect of matters addressed in this agreement:

9.2.2.1 The cost of telefax transmissions according to the tariffs laid down by the NLSA;

9.2.2.2 the cost of courier services.

9.2.2.3 the cost of services not included in the NLSA's tariff structure (for example the regular photocopying of lists of contents of certain journals or periodicals);

9.2.2.4 the cost of completing a full set of periodicals required for binding purposes include:

- a library which cannot obtain a particular issue of a periodical series from the publisher within a reasonable period, may borrow that issue from another library in order to make a photocopy;
- the lending library is not in a position to supply the original issue, a photocopy may be supplied on request, and the requesting library is to pay the cost of the copy in accordance with NLSA tariffs.

9.3 Observances of common law and statutory requirements

The parties acknowledge that the provisions of this arrangement do not entitle any person to transgress the provisions of the Copyright Act, Act No. 98 of 1978 and its amendments, or that of any other Act or legal rule.

10 LIST OF MEMBERS

A list of member libraries which co-operates in terms of this agreement is appended to this memorandum.

11 INTERRUPTION OF SERVICES

In the event of unavoidable temporary interruption of services during scheduled working hours, and if such an event is known prior to its occurrence or could reasonably be foreseen, the affected university library shall try to inform all other parties timeously in advance of the interruption. The notice should be circulated on Sabinews or the Ariel-list.

If the interruption could not have been reasonably foreseen, it must be communicated to all other parties as soon as possible after its occurrence.

12 TERMINATION OF PARTICIPATION

A university library may, after countersigning this memorandum, withdraw from it, but such withdrawal will only occur under the following circumstances:

- 12.1 due to the fact that an unavoidable situation arises or develops which makes it impossible for the affected party to continue its co-operation; and
- 12.2 that such party makes its intention known, at least three months in advance and in writing, to the chairperson of

CHELSA, in order that the other parties may be informed timeously of such withdrawal.

13 HANDLING OF DISPUTES

The parties agree that whenever problems and/or disputes arise regarding the practical execution of the provisions of this memorandum (including the standard of services so delivered) the relevant university libraries will first endeavour mutually to resolve the problem within one calendar month from the time that the problem arose and came to the attention of the parties.

13.1 Disputes regarding the practical execution of the provisions of this agreement

If the dispute cannot be resolved satisfactorily in this way or within the prescribed time, the matter must be referred to CHELSA and to the management of the institutions in writing by either or both parties involved, for investigation and a pronouncement within two calendar months from receipt of the submission.

13.2 Disputes regarding interpretation of the provisions of this agreement

13.2.1 In the event of a dispute between any of the parties regarding the interpretation and application of any provision of this memorandum, the dispute will be referred in writing to CHELSA by any of the parties for investigation and a pronouncement, within two calendar months from the date of receipt of the submission.

13.2.2 Should any of the parties involved or any other party to the memorandum, be dissatisfied with the pronouncement of the interpretation and application of a provision of the memorandum or if a pronouncement is not made within the prescribed period, the Executive Committee for CHELSA must be informed in writing forthwith.

13.3 Disputes over the behaviour of non-members

If a problem arises concerning the behaviour of an institution not party to this agreement, any party can refer the matter to the Executive Committee of CHELSA in writing, for investigation with a view to making a recommendation to CHELSA for corrective action. Such recommendation can include the suspension of all

parties' services to such an institution and may also refer the matter to the NLSA for a pronouncement on the de-registration or refusal thereof as a member of the National Interlending Scheme.

14 GENERAL PROVISIONS

- 14.1 All parties will endeavour to establish and maintain e-mail, Ariel, facsimile, and all other relevant communication links.
- 14.2 All parties agree to take all reasonable steps, within their financial means, to appoint and keep in service a sufficient number of competent and well-trained staff to ensure an acceptable level of assistance and service rendering to other parties.
- 14.3 All parties are under the obligation to report their holdings regularly to the co-operative national bibliographic databases presently available through SABINET and SABINET Online, and to ensure that appropriate statistics be made available as may be requested by CHELSA from time to time.
- 14.4 It is specifically agreed that CHELSA should formulate policy and establish procedures - in co-operation with other institutions, if required - regarding the introduction of an acceptable evaluation system by which the performance levels of university libraries with regard to aspects covered by this memorandum could be determined with a view to the introduction of remedial measures in cases where performance levels are unacceptably low. It is the express intention that each university library, at the highest level, should accept such policy, to ensure the necessary support and sanction for the execution of this memorandum and to minimise possible shortcomings.

15 AMENDMENT OF THIS UNDERSTANDING

This memorandum may be amended by CHELSA and with consensus of the parties to this memorandum.

16 DISSOLUTION OF THIS UNDERSTANDING

- 16.1.1 CHELSA can dissolve this memorandum if the parties to this memorandum have become too few to ensure a proper service as envisaged in this memorandum
- 16.2 The dissolution of this memorandum shall take place 3 (three) calendar months after the date on which each party to the memorandum has received written notification of the intended dissolution. Such notification shall contain the date of dissolution of the memorandum.

17 ACCESSION TO THIS *UNDERSTANDING*

CHELSA may invite any university library not a party to this memorandum to countersign this memorandum and thereby gain access to this memorandum.

18 GENERAL COMMENTS/NOTES

This document should be viewed as an evolving document.

Approved by CHELSA on 24 May 2005

Signed by the following Heads of Libraries

Institution	Head of Library (print name)	Signature	Date
Border Technikon			
Cape Peninsula University of Technology			
Central University of Technology, Free State			
Durban Institute of Technology			
Eastern Cape Technikon			
Mangosuthu Technikon			
National Library of South Africa			
Nelson Mandela Metropolitan University			
North West University Mafikeng			
North West University Potchefstroom			
Rhodes University			
Tshwane University of Technology			

University of Cape Town			
University of the Free State			
University of Fort Hare			
University of Johannesburg (DFC Campus)			
University of Johannesburg, Kingsway Campus			
University of Kwazulu-Natal			
University of Limpopo : Medunsa Campus			
University of Limpopo, Turfloop Campus			
University of Pretoria			
University of South Africa			
University of Stellenbosch			
University of Transkei			
University of the Western Cape			
University of the Witwatersrand,			

Johannesburg			
University of Venda for Science and Technology			
University of Zululand			
Vaal University of Technology			
Walter Sisulu University of Technology and Science (From 1 July 2005)			