

Agreement
Between
**Mountain Area Health Education Center and Western Carolina University for
Nursing Student and Faculty Library and Information Services**

This agreement made and entered into between Mountain Area Health Education Center, hereinafter referred to as "MAHEC," and Western Carolina University, hereinafter referred to as "WCU."

Whereas WCU has requested library services for Nursing students and faculty in the Asheville area; and

Whereas MAHEC has agreed to provide selected services and support to WCU Nursing students and faculty in the Asheville area, hereinafter referred to as "students";

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Fees for membership in the MAHEC Health Sciences Library (HSL) are covered by the NC AHEC program for practicing healthcare professionals. Regional students who are not practicing healthcare professionals pay an annual fee for membership in the HSL. WCU will pay MAHEC the annual membership fee for each student who is a full- or part-time student only, and not also a practicing healthcare professional. HSL membership fees for Asheville-based WCU Nursing program faculty and the WCU health sciences liaison librarian will be covered by the HSL.
2. WCU will provide cataloging for all WCU-M materials to be sent to MAHEC. Both parties will agree upon cataloging procedures.
3. MAHEC provides shelving for journals and books provided by WCU. WCU receives journal issues and checks them in to the WCU online system before sending them over to MAHEC. WCU binds WCU journals housed at MAHEC, according to appropriate publication schedules.
4. All MAHEC HSL and statewide AHEC Library consortium library members have access to the WCU materials placed in the MAHEC HSL for regular periods of materials circulation. A recall can be placed on WCU materials in circulation.
5. Delivery and pick-up via the ABC Express system – the Asheville (UNCA) – Boone (Appalachian) – Cullowhee (WCU) library consortium – is provided at MAHEC on Mondays, Wednesdays and Fridays.
6. MAHEC HSL staff members are set up with adjunct faculty status at WCU and are allowed to order materials for individual professional use via the WCU online catalog system.
7. MAHEC HSL staff provide face-to-face service for circulation, reserves, ABC Express, printing and photocopying for students covered under this agreement. Reference and instruction duties are shared with WCU library's Health Sciences Liaison.
8. Students are required to show a WCU ID to check out material. Members of the MAHEC HSL, including students, may have a maximum of ten items checked out at one time in the MAHEC HSL online system. However, students with the maximum number of items checked out in the MAHEC HSL system may still request and check out items via the ABC Express system.
9. MAHEC has Telnet capabilities that allow access to the WCU online integrated library system. MAHEC HSL staff privileges in the WCU system will be limited according to need – access to the circulation module and ability to check materials in and out, work with fines and overdues, and acknowledge and check in and out ABC Express materials. WCU materials located at MAHEC are checked out in both MAHEC's and WCU's online integrated library systems. The loan period is the same for both institutions.

10. MAHEC sends notices to all members, including students, with overdue items and fines and collects fines for items checked out from the MAHEC HSL. If overdue fine totals reach the maximum allowed, students, like all members of the MAHEC HSL, are blocked from checking out materials from the MAHEC library until fines are cleared. However, students may still order materials from UNCA, ASU or WCU via ABC Express with delivery at MAHEC. It is agreed that whichever library collects fines and processing fees will keep those monies.
11. MAHEC customers, including WCU students, have access to materials in the other libraries in the AHEC Library consortium. A fee may be applied for borrowing these materials.
12. Students are charged the same amount for photocopying with copy cards and printing at MAHEC as students using Hunter Library at WCU. WCU subsidizes the additional charges that MAHEC has for these services and MAHEC invoices WCU for those charges. A listing of the names of eligible students is provided to MAHEC by WCU.
13. MAHEC and WCU librarians and Nursing faculty hold a meeting at the end of each spring semester to discuss issues, concerns, and improvements to this system. MAHEC and WCU librarians and Nursing faculty also maintain contact through email, telephone, and on-site visits to monitor the continual progress of this system.
14. This agreement shall automatically renew for consecutive one (1) year periods until terminated. Either party may terminate this agreement with three (3) months' notice to the other party.
15. At the end of this agreement all WCU books, audiovisuals, and journals placed in the MAHEC HSL will be returned to WCU. Delivery of these items to WCU will be performed by whichever party terminates the agreement. If the decision to terminate the agreement is mutual, MAHEC and WCU will share the work of delivering the items to WCU.
16. This Agreement is made in and shall be construed under the laws of the State of North Carolina. This Agreement constitutes the entire agreement between MAHEC and WCU for library and information services for WCU Nursing students in the Asheville area, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing, and modification or amendment of the Agreement shall be in writing and signed by the parties hereto. Any disputes with respect to this Agreement shall be arbitrated, mediated and litigated in Buncombe County, North Carolina.
17. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
18. This Agreement may not be assigned or transferred by WCU without MAHEC's prior written consent, and may not be transferred or assigned by operation of law unless expressly mandated by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

APPROVED BY:
Western Carolina University

By: *John W. Barrow*

Name: CHANEHOR

Title: JOHN W. BARROW

Date: 9/1/05



APPROVED BY:
Mountain Area Health Education Center

By: *Teck Penland*

Name: TECK PENLAND

Title: President/CEO

Date: 8/8/05

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