

Appendix D. Proposed Revisions to ReCAP Consortium Agreement

ReCAP Consortium and Shared Collection Agreement

THIS AGREEMENT dated as of _____ is entered into by and between The New York Public Library, Astor, Lenox and Tilden Foundations, a New York nonprofit corporation, New York, New York (“NYPL”); The Trustees of Columbia University in the City of New York, a New York nonprofit corporation, New York, New York (“Columbia”); and The Trustees of Princeton University, a New Jersey nonprofit corporation, Princeton, New Jersey (“Princeton”) (individually “Institution” or “Institution” and collectively “Institutions” or “Institutions”);

RECITALS

Whereas NYPL, Columbia, and Princeton are Institutions of the Research Collections and Preservation Consortium, Inc. (“ReCAP”), a New Jersey not-for-profit corporation (“the Corporation”) established by an Agreement dated June 26, 2000 (the “Consortium Agreement”) and Certificate of Incorporation and Bylaws dated May 26, 2000;

WHEREAS, the Institutions each have extensive collections of library materials to which substantial additions are continually being made;

Whereas, the Institutions operate through ReCAP a shared high density library collections storage facility (“the Facility”) in which they have deposited millions of volumes and other materials belonging to the Institutions’ library collections;

Whereas, the Institutions wish to establish a shared research collection for use by scholars, to preserve those materials through shared stewardship, and to promote effective use of space in the Institutions’ libraries and at the Facility;

WHEREAS, in addition to collaborating about the Facility, the Institutions wish to collaborate about the development and implementation of methods and systems for the storage, shared usage, discovery and retrieval of library materials and other information resources;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

I. FACILITY AND SERVICES

1. Institutions may deposit library materials into the facility for individual Institution collections or for the Shared Collection. Institution collections are those that are 1) available to all ReCAP partners but for which no retention commitment has been made ("Open Collection") and 2) available only or primarily to the owning Institution ("Restricted Collection"). The Shared Collection is defined in Section II: Shared Collection below.

2. Space in the Facility shall be allocated between individual Institution collections and Shared Collection space as approved by the Board. This allocation may be modified by the Board based on changing needs.

3. Except as otherwise provided herein, library materials stored or held in the Facility remain the property of the Institution which deposited the material, unless that Institution otherwise agrees in writing.

4. Prior to the commencement of any construction increasing the storage capacity of the Facility, or at any other time, the Institutions shall agree on the allocation of storage capacity to be created by that phase of construction as well as the schedule for processing and loading in of the materials of each member involved in such phase.

5. The Library Advisory Committee ("LAC") shall oversee operations of and services provided by the Facility, and shall advise the Board on matters related to the Facility and its services, including the Shared Collection.

6. All Consortium facilities developed by and services provided by the Corporation and utilized in common shall be planned, operated and maintained in a manner compatible with the purposes and functions of the Consortium. Any proposed use or modification of the Facility which materially affects or potentially materially affects the quality, utilization, effectiveness, or the cost of operating the Facility or the Site, will be subject to the approval of the Board.

7. It is the intent of the Institutions that all decisions relating to the Consortium and the Facility are to be made in a collegial manner. Except as provided in Section IV: Withdrawal, Breach, Expulsion, any dispute among Institutions and/or Associate Members shall be resolved by the Board; and, should the Board be unable to resolve a dispute, the dispute shall be referred to the Institution's Presidents for resolution.

II. SHARED COLLECTION

8. The Institutions agree to establish a program to retain, share and collaboratively manage certain library holdings (the “Shared Collection”). The LAC will recommend policies to the Board to govern services and operation of the Shared Collection.

9. Selection and designation of Shared Collection Materials

A. Materials that are covered by the terms defined herein will be known as the “Shared Collection”.

B. Materials will be identified for the Shared Collection under this Agreement based on selection criteria adopted or modified by the Board.

C. Institutions will have the right and opportunity to exclude individual items that otherwise would be designated as part of the Shared Collection under the approved selection criteria.

D. Institutions may designate certain other materials they have deposited in the Facility as “Open Collections” (available to patrons of other ReCAP Institutions) or “Restricted Collections” (not available to patrons at other ReCAP Institutions). Materials that fall into either of these categories will not be covered by a retention commitment.

E. Institutions may not transfer an item to the Facility for the Shared Collection if it would duplicate an item already held in the Shared Collection. Such items may be transferred to the Facility for inclusion in an Institution’s Open Collection or Restricted Collection.

10. Retention commitment and ownership

A. Except as otherwise provided herein, library materials designated as belonging to the Shared Collection remain the property of the Institution that deposited the material, unless that Institution otherwise agrees in writing.

B. Institutions agree to retain items designated as belonging to the Shared Collection in the Facility or in another location designated by the Board as part of the Facility for so long as this Agreement remains in effect.

C. The Board may define a different retention period for different categories of materials, or may modify the overall retention period, through a modification to this Agreement, but in no case will the retention period survive dissolution of the Consortium.

D. Institutions agree to maintain all of the designated materials in their original, artifactual form whenever possible. In the event of loss, damage or deterioration, the Institution shall use reasonable efforts to promptly obtain replacement copies of any of the retained items. If no original copy can be obtained, a hard copy facsimile may be used.

F. If an Institution no longer wishes to retain one or more individual items which it has previously committed to the Shared Collection, the Institution may petition the Board to release its commitment to the item(s) and will be subject to the terms described in Section IV Withdrawal.

G. If an Institution withdraws or is expelled from the Consortium as provided in Section IV or if this Agreement is terminated and the Consortium dissolved as provided in Section V, disposition of Institution's Shared Collection holdings will be governed by the terms of Section IV Paragraph 18: Obligations upon Withdrawal or Expulsion.

11. Validation of Shared Collection Materials

Institutions agree to process and visually inspect items newly transferred to the Facility for contribution to the Shared Collection according to "Validation Standards" as approved by the Board. At minimum, Institutions will inspect items to ensure their serviceable condition (i.e. physically usable).

12. Disclosure of Shared Collection Materials

Institutions will note the retention status of Shared Collection materials within the RECAP discovery/delivery system, in OCLC WorldCat, and in other catalogs and/or shared print collection registries according to "Shared Collection Disclosure Standards" as approved by the Board.

13. Access to Shared Collection Materials

Institutions agree to make the materials available to authorized borrowers in accordance with a "Shared Collection Access and Circulation Policy" as approved by the Board.

III. Costs and Funding

14. Allocation of Costs Among the Institutions. All costs associated with developing and operating the Site, the Facility, and the Shared Collection will be allocated among the Institutions based on a formula approved by the Board.

15. Capital and Operating Funding. Each Institution agrees to contribute to the Corporation the amounts necessary to construct and operate the Site and the Facility in accordance with the capital and operating budgets defined by the Board and the allocation principles described therein. Each Institution shall be obligated to make its required contributions to the Corporation for both capital and operating expenses on a schedule to be set by the Board.

IV. WITHDRAWAL OF MEMBER; BREACH; EXPULSION

16. Withdrawal.

A. An Institution may withdraw from the Consortium and the Corporation by giving written notice to the other Institutions hereunder of its intent to do so. Any such withdrawal shall not be effective until the later of (a) the last day of the fiscal year of the Corporation subsequent to the fiscal year in which such notice is given, (b) eighteen (18) months after the giving of such notice, or (c) the first day of the month immediately following the date on which the withdrawing Institution shall have vacated that portion of the Facility occupied by it and removed therefrom its books and other property as specified in Paragraph 19: Obligations upon Withdrawal or Expulsion.

B. Within thirty (30) days following the effective date of such withdrawal, the remaining Institutions shall appoint an appraiser by notice to the withdrawing Institution. Within ten (10) days thereafter, the

withdrawing Institution shall appoint a second appraiser by notice to the remaining Institutions. These two appraisers shall, within ten (10) days, appoint a third appraiser by notice to all parties. If the two appraisers fail to do so within the ten-day period, either party may petition the New York Office of the American Arbitration Association to appoint such third appraiser. If the withdrawing Institution does not appoint its appraiser within the required ten-day period, the appraiser appointed by the remaining Institutions shall act alone. The appraisers, by a majority vote, or the single appraiser, as the case may be shall value the interests of the withdrawing Institution in the Consortium and the Corporation as at the effective date of such withdrawal. The remaining Institutions shall then have the option, jointly, in equal shares, or in any other proportion that they may otherwise agree upon, to purchase the interests of the withdrawing Institution at any time in the future, for cash in the amount of eighty percent (80%) of the appraised value of the interests of the withdrawing Institution as established in the foregoing manner. Such withdrawing Institution shall, however, be personally obligated to pay for its prorated share of operating expenses up to the effective date of its withdrawal.

C. Prior to the exercise (if ever) by the remaining Institutions of their option to acquire the interests of the withdrawing Institution (there being no outside date for such exercise), the withdrawing Institution's ongoing prorated share of operating expenses (exclusive of usage charges), based upon the last Institutional contribution pursuant to paragraphs 14 and 15, shall be deemed a lien, in favor of the remaining Institutions, on the interests of the withdrawing Institution, provided, however, that there shall be no personal liability on the part of the withdrawing Institution for such expenses. The remaining Institutions may, at any time, foreclose such lien or exercise their option as aforesaid. The withdrawing Institution may not remove any assets of the Consortium or the Corporation without the written consent of the Board.

17. Breach.

If the Board determines that an Institution is in material breach of this Agreement, it may, by unanimous vote of the Board (the governors from the charged Institution not being entitled to vote), expel such Institution from the Consortium and the Corporation and remove its two governors from the Board. No Institution may be expelled without (a) first receiving (i) a detailed written notice of default, (ii) 60 days from the notice date to cure that default or, if such default is not susceptible of cure within such period, a period of time reasonably required to cure such default, provided that such charged Institution shall commence to cure in good faith such default within a 30 day period and thereafter prosecute the same diligently to completion, (iii) an opportunity to appear before the Board to respond to the notice of default and (b) the Presidents of the Institutions other than the charged Institution personally consenting in writing to the expulsion. Only after the steps described in (a) and (b) above have occurred shall expulsion be deemed to be complete.

18. Expulsion.

Any Institution which shall be expelled from the Consortium or the Corporation shall be deemed to have withdrawn from the Consortium and the Corporation as of the date such expulsion shall be deemed complete in accordance with paragraph 16 above. Such expelled Institution shall be deemed to be a withdrawing Institution as of that date, subject to the same procedures and consequences as if it had withdrawn as of such date, provided, however, that it shall be personally liable for its prorated share of operating expenses through the date of deemed withdrawal, and further provided that the cost of removing any library materials or other property belonging to the expelled Institution (and not removed by such expelled Institution), as well as any unpaid operating expenses or other charges attributable to

such expelled Institution, shall be deemed an additional lien on the expelled Institution's interests in the Consortium.

19. Obligations upon withdrawal or expulsion.

If an Institution withdraws or is expelled from the Consortium, the Institution agrees to all of the following terms:

- A. The withdrawing/expelled Institution will provide access to its Shared Collection materials to the other Institutions for so long as the withdrawing/expelled Institution owns the materials, whether those materials remain at the Facility or are removed to another location.
- B. The withdrawing/expelled Institution will compensate the remaining Institutions for the loss of guaranteed future availability of its Shared Collection materials by paying to the Consortium an amount equal to the total amount paid by the remaining institutions to support the Shared Collection in all years since execution of this agreement.
- C. The Board may waive these requirements for some or all affected materials if the Board agrees unanimously that the materials no longer need to be treated as Shared Collections.
- D. A withdrawing/expelled Institution shall be obligated to remove its Institution Open Collections and Institution Restricted Collections and all other personal property no later than 180 days after withdrawal is deemed complete in accordance with paragraph 16 hereof. Any such property not removed shall be deemed abandoned and may be retained or disposed of by the Consortium, as it sees fit.
- E. Such action of expulsion shall be without prejudice to the Corporation seeking recovery from the expelled Institution of any and all obligations which may be due from the expelled Institution at the time of expulsion and any further expenses incurred as a result of the expulsion (including, without limitation

the expense of storage and/or removal of the library materials or other personal property of the expelled Institution).

20. The interests in the Consortium and/or the Corporation of the Institutions are non-transferable except as explicitly provided herein.

V. TERMINATION AND DISSOLUTION

21. This Agreement may be terminated and the Consortium dissolved upon the unanimous written consent of the Institutions with the written assent of the Presidents of each. In such a case, the Institutions will take appropriate steps to cause the dissolution of the Corporation. Upon such termination and dissolution, the total assets held by the Corporation shall be liquidated, all debts of the Corporation paid, and any remaining net funds or property distributed to the Institutions, in accordance with the ratio of each Institution's total capital contribution to the total capital contribution of all Institutions.

22. Upon dissolution of the Consortium:

A. Princeton shall have a right of first refusal, exercisable within thirty days of receiving notice from the Corporation of a bona fide third part offer, to purchase the Site and/or the Facility or that portion thereof which is offered from the Corporation; and

B. Should there be any portion of the Site purchased by the Corporation from Princeton which has not been developed and made part of the Facility at the time of such dissolution, provided that Princeton executes reciprocal easement and restrictive agreements among the Institutions acceptable to NYPL and

TO Columbia: Columbia University

[address]

To Princeton: Princeton University

[address]

Any such notice, demand or request shall be deemed to have been rendered or given on the date of receipt, in the case of delivery by courier service or personal delivery, or three (3) business days after mailing.

26. Entire Agreement. This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understandings.

27. Waiver. No waiver by any party of any failure or refusal of another party to comply with any of its obligations shall be deemed a waiver of any other or subsequent failure or refusal so to comply.

28. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto. No party shall have the right to assign any of its rights hereunder.

29. Article Headings. The headings of the various articles and paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, qualify or restrict any of the provision of this Agreement.

30. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey applicable to contracts made and performed wholly within that State without giving effect to the conflict-of-laws principles thereof.

IN WITNESS WHEREOF the parties, through their authorized representatives, have executed this Agreement as of the date shown above.

THE NEW YORK PUBLIC LIBRARY, ASTOR, LENOX AND TILDEN FOUNDATIONS

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

THE TRUSTEES OF PRINCETON UNIVERSITY

Appendix E. ReCAP Shared Collection Plan

ReCAP Discovery to Delivery Shared Collection Plan

Executive Summary

Goals

The ReCAP partner institutions (the New York Public Library, Columbia University, and Princeton University) have undertaken a planning project, with support from The Andrew W. Mellon Foundation, to transform the nature of the partnership from management of a shared space at the ReCAP facility to management of a shared collection. The goal of this effort is to ensure that the shared collection is managed efficiently, preserved appropriately, and available through seamless discovery and delivery to patrons and users of each of the three partner libraries. Another key outcome of the project will be to position ReCAP to take on a broader role within a national network of shared-print repositories.

Definition of the ReCAP Shared Collection

The ReCAP Shared Collection will consist of materials at the ReCAP facility that the owning libraries commit to maintain there for the agreed retention period and to manage according to other agreed Shared Collection policies. ReCAP partners may continue to hold materials at ReCAP that are not part of the Shared Collection: 1) Open Collections (available to all partners but not subject to a retention commitment or other shared policies), or 2) Restricted Collections (available only or primarily to the owning library).

Materials in the following categories will be designated as part of the ReCAP Shared Collection:

- Monographs already in ReCAP or transferred in the future unless explicitly designated for the Open or Restricted Collection by the owning library.
- Serial titles already in ReCAP or transferred in the future unless explicitly designated for the Open or Restricted Collection by the owning library.

This designation may cover as many as 4.4 million monograph titles and almost 245,000 serial titles initially. While many of these materials are included in Hathi Trust, their presence in Hathi Trust was not the determining factor in designating them for the ReCAP Shared Collection.

Shared Collection Policies

The following policies will govern the Shared Collection.

1. Retention: The owning library agrees to maintain these materials in ReCAP for the duration of the ReCAP Consortial Agreement (e.g. indefinitely).
2. Ownership: Items in the ReCAP Shared Collection will remain the property of the original owning library.
3. Duplication: No additional duplicates may be added to the Shared Collection. Duplicate items may be transferred to the ReCAP facility for the library's Open or Restricted Collection.

4. Disclosure: ReCAP libraries will report Shared Collection holdings (including retention commitments) to OCLC and will monitor and adopt, as appropriate, emerging national standards and guidelines related to shared print collections.
5. Circulation: Most Shared Collection materials may circulate to authorized borrowers of any ReCAP partner, including circulation of the physical volume. Owning libraries may designate certain materials to be restricted to in-library use at the borrowing library, at the owning library's discretion. Some materials will not circulate or will be accessible only under very limited conditions, i.e. a dark archive.
6. Condition: Items being transferred to ReCAP for the Shared Collection must meet agreed standards for Minimum Acceptable Condition. No condition review is required for items that are already in ReCAP. Shared Collection items that circulate will be reviewed again upon return from circulation and will be flagged for replacement if they no longer meet minimum standards.

Discovery to Delivery System

During the planning project, ReCAP partners and system consultants designed the architecture for a ReCAP Discovery to Delivery System. The proposed system is intended to be developed as a cloud-based middleware system and database that is integrated with each ReCAP library's local discovery system to provide visibility, real-time status, and request functions for ReCAP Shared Collection and Open Collection items. The ReCAP Discovery system will also integrate with request and circulation transactions supported by ReCAP partner library systems.

Governance

The Shared Collection will be governed under the terms of the ReCAP Consortium Agreement, which will be modified to incorporate Shared Collection policies.

Costs and Cost-Sharing Formula

Costs to develop and implement the ReCAP Shared Collection will be incurred primarily for the discovery/delivery system and by necessary operational changes reflecting certain policy choices.

- One-time implementation costs are estimated at approximately \$2.5 million (mostly for system development)
- Annual operating costs are estimated at approximately \$100,000 (mostly for the system)

Partners are expected to share operating costs for the Shared Collection under a modified version of the existing ReCAP cost-sharing formula. Partners will continue to pay individually to support space and activities related to their Open Collections and Restricted Collections.

Projected Implementation Timeline

Implementation of the ReCAP Discovery to Delivery System and Shared Collection is expected to take two years. Current plans aim for a project to begin in July 2014 with completion expected by June 2016.

ReCAP Shared Collection Plan Full Report

Goals

The ReCAP partner institutions (the New York Public Library, Columbia University, and Princeton University) have undertaken a planning project, with support from The Andrew W. Mellon Foundation, to transform the nature of the partnership from management of a shared space at the ReCAP facility to management of a shared collection. The goal of this effort is to ensure that the shared collection is managed efficiently, preserved appropriately, and available through seamless discovery and delivery to patrons and users of each of the three partner libraries. Another key outcome of the project will be to position ReCAP to take on a broader role within a national network of shared-print repositories.

Definition of ReCAP Shared Collection

After extensive analysis of ReCAP partner holdings and a series of discussions, ReCAP partners agreed to define the ReCAP holdings as follows. There will be three categories of materials held in the ReCAP facility:

- Shared Collection: Available to all partners and subject to a retention commitment and other policies agreed by the partners
- Open Collections: Available to all partners but not subject to a retention commitment or other Shared Collection policies
- Restricted Collections: Available only or primarily to the owning library

The Open Collections and Restricted Collections correspond most closely to current practice for ReCAP holdings. That is, the existing ReCAP “customer codes” identify materials that can be shared among all partners (Open) or may only circulate back to the owning library (Restricted).

The following materials will be contributed to the Shared Collection under the current plan. All quantities described below are based on a holdings analysis conducted by OCLC Research in August/September 2012 using shareable ReCAP holdings (i.e., holdings identified with customer codes indicating these items may be shared with other ReCAP partners). These totals are described as title counts because most of the analysis compared bibliographic records by OCLC number against WorldCat and Hathi Trust. Volume (item) counts of corresponding ReCAP holdings are available in some cases but are not included in this report.

1. Monographs in ReCAP

- a. Single monographs in ReCAP. There are over 3.9 million shareable monograph titles in ReCAP currently that were deposited by a single ReCAP partner. All of these shareable holdings will be declared part of the Shared Collection unless excluded by the owning library. All future deposits of shareable monographs by a single owner will automatically become part of the Shared Collection unless explicitly designated for the owning library’s Open or Restricted Collection. Any future deposits of monographs that match an existing Shared Collection volume will become part of the Open Collection for that depositing library.

- b. Duplicate and triplicate monographs already in ReCAP. There are more than 488,000 monograph titles in ReCAP that were deposited by two or by all three ReCAP partners. For each such title, one will be declared part of the Shared Collection and the other(s) will be reassigned to Open Collections. This collection reassignment will be accomplished by an automated process using an algorithm to balance the Shared Collection monograph items roughly evenly among the ReCAP partners to the extent possible.

While many of these materials are included in Hathi Trust, their presence in Hathi Trust was not the determining factor in designating them for the ReCAP Shared Collection.

ReCAP partners will have the right and the opportunity to declare their holdings in ReCAP (individually or in the aggregate) as Open or Restricted Collections (not part of the ReCAP Shared Collection) based on the institution's own individual criteria.

2. Serials in ReCAP

There are about 245,000 serial titles represented in shareable ReCAP holdings as of fall 2012. Of those, almost 19,000 serial titles are duplicated within ReCAP, and almost 2,000 are triplicated.

Serial titles already represented in ReCAP or transferred in the future will be designated part of the Shared Collection unless explicitly designated for the owning library's Open or Restricted Collection.

Please note that serials will be designated for the Shared Collection at the title level at this time. That is, if serial volumes are transferred to ReCAP for a title that is not yet represented at all in ReCAP, the serial and volumes will become part of the Shared Collection (unless explicitly excluded). If serial volumes are transferred to ReCAP for a title that is already represented in the Shared Collection, those volumes will be treated as part of the library's Open Collection (not Shared) unless/until a mechanism exists to add them to the Shared title.

ReCAP partners are committed to preserving journals and envision shared journal management as a long-term work in progress. ReCAP partners will explore procedures for comparing detailed holdings and compiling complete backfiles for possible implementation in a later phase.

3. Other Shared Collection categories

Partner libraries also identified two other categories of materials that may be added to the Shared Collection in the future:

- Library-nominated holdings: Items that did not fit into the predefined Shared Collection categories but the library is willing to contribute to the Shared Collection
- Coordinated purchases: Materials that two or more partner libraries agree to acquire for deposit to the Shared Collection.

Shared Collection Policies

1. Retention

The owning library agrees to maintain these materials in ReCAP for the duration of the ReCAP Consortium Agreement (e.g. indefinitely). There was some discussion of imposing a time-limited retention period such as 25 years or 10 years, but ReCAP partners believe that the nature of the partner library collections and holdings in ReCAP warrant a very long-term commitment. The existing ReCAP Consortium Agreement contains provisions for partner libraries to remove their holdings from ReCAP under certain well-defined conditions with specific provisions. ReCAP partners believe that a retention period tied to the existence of the ReCAP consortium signals a long-term commitment to these holdings that would be important for faculty and researchers.

2. Ownership

Items in the ReCAP Shared Collection will remain the property of the original owning library. The existing ReCAP Consortium Agreement explicitly states that all volumes deposited at the ReCAP facility remain the property of the depositing library. ReCAP partners plan to continue this policy for the Shared Collection as well, to assure local constituencies of continued availability of these materials.

3. Duplication

One of the goals of this project is to use ReCAP facility space more efficiently and reduce the need for future expansion. To further that goal, ReCAP partners have defined a policy to prohibit additional duplicates in the Shared Collection.

However, in recognition of partner libraries' need to reclaim space in campus libraries, ReCAP partners may still deposit duplicating copies in their own Open or Restricted Collections. Under the proposed cost-sharing model, partner libraries will pay separately for Open/Restricted Collections, and it is hoped that the resulting financial penalty will deter depositing duplicates.

Because of the labor-intensive and expensive actions necessary to remove duplicate volumes at the high-density ReCAP facility, no explicit efforts will be made to remove existing duplicates at this time. Deduplication of existing ReCAP volumes may be reconsidered in a future phase.

Similarly, NYPL and Columbia have already prepared materials for transfer to ReCAP that would be costly to deduplicate. All partners may continue to transfer duplicative volumes to ReCAP before implementation of the Shared Collection and its supporting Discovery to Delivery system.

4. Disclosure

A major goal of the ReCAP Shared Collection project is "to position ReCAP to take on a broader role within a national network of shared-print repositories". To support that goal, ReCAP libraries will report Shared Collection holdings (including retention commitments) to OCLC and will monitor and adopt, as appropriate, emerging national standards and guidelines related to shared print collections.

5. Circulation

There will be three circulation categories for Shared Collection items:

- Circulating: Most Shared Collection materials may circulate to authorized borrowers of any ReCAP partner, including circulation of the physical volume.
- In-library use: Owning libraries may designate certain materials to be restricted to in-library use at the borrowing library, at the owning library's discretion. For pre-twentieth-century materials, each owning library may define a publication date cut-off to automatically assign holdings to the in-library use category.
- Non-circulating: Some materials will not circulate or will be accessible only under very limited conditions, i.e. a dark archive. (Note: This category is being provided for future use. There are no Shared Collection materials at present that are expected to be held as a dark archive.)

6. Condition

Items being transferred to ReCAP for the Shared Collection must meet agreed standards for Minimum Acceptable Condition. No condition reporting is required. Items not meeting those standards could be added to the library's Open Collection.

Under this policy, volumes will also be reviewed for Minimum Acceptable Condition after circulation from ReCAP, to insure that the volume is still in acceptable condition for the Shared Collection. Volumes not meeting these standards would be considered high priorities for replacement, but would not be removed from the Shared Collection since possibly the only copy.

No explicit condition review will be performed on items that are already held at ReCAP, unless/until they circulate.

Process or workflow changes

As part of the Shared Collection planning project, ReCAP partners engaged Sustainable Collections Services, Inc. (SCS) to conduct a workflow analysis of current and potential procedures to support the Shared Collection. The following workflow changes were among those recommended in the SCS report and were deemed to be especially important by ReCAP partners.

1. Revise pick cycles around requesting library

Currently pick cycles at ReCAP are organized around individual customer codes; that is, all of the requests for items belonging to Columbia are picked at the same time.

With the Shared Collection and Discovery/Delivery system, library users are more likely to request volumes belonging to other ReCAP partners. Each transport (delivery) to a ReCAP library is more likely to contain volumes from other library customer codes. Therefore it may be preferable to revise the pick cycles to pull all items for a given requesting library (no matter which owner or customer code).

2. Standardize delivery benchmarks

Currently ReCAP supports separate delivery benchmarks for each partner library (e.g. “2 business days”, “next business day by 5:00 pm”). Once the pick cycles are separated from individual library customer codes, it would be possible to establish a standard delivery benchmark and schedule pick cycles and transport pickups to meet that benchmark. A standard delivery benchmark would be easier to manage and to convey to researchers and could facilitate acceptance.

Policies and processes for later consideration

Certain policies and processes were identified during planning that may be desirable but were postponed for later phases in order to define a more manageable scope and cost for initial implementation.

1. Compile complete backfiles of serials at ReCAP with validation for completeness

For the serial titles at ReCAP that are designated as Shared Collection titles, the following activities could be performed in order to actively compile complete backfiles:

- Identify all Shared Collection titles and volumes held at ReCAP (automated process),
- Choose the deepest backfile as the base run and identify other existing volumes at ReCAP to fill gaps (semi-automated process with staff review)
- Update Shared Collection records to record backfile holdings
- Change unneeded duplicate volumes to the library’s Open collection for future disposition (staff or automated process).

2. Validate volumes for “reportable condition” problems

In addition to the Minimum Acceptable Condition standards, other condition problems could be identified that are not significant enough to preclude items from the Shared Collection but are important enough to report (via metadata) and seek better copies. This policy is being postponed for later consideration because it would require substantial effort/cost to record condition problems for a relatively high percentage of volumes.

3. Provide retrievals and delivery 7 days/week

Improved delivery may facilitate acceptance of the Shared Collection among library users. Performing retrievals and delivery on Saturdays and Sundays would require additional shifts at ReCAP for more pick cycles and refiling (overnight and/or weekends), two additional transport pick-ups for each partner library each week, and staffing for libraries to receive and process weekend deliveries.

Discovery to Delivery System

During the planning project, ReCAP partners and system consultants have designed the architecture for a ReCAP Discovery to Delivery System. The proposed system is expected to be developed as a cloud-based middleware system searchable through each ReCAP library's local discovery system, to provide visibility and real-time status of ReCAP Shared Collection items. The ReCAP Discovery system will also integrate with request and circulation transactions supported by ReCAP partner library systems. The ReCAP Discovery system may be useful to other shared print programs or consortia that wish to support an integrated discovery and request environment for multiple separate systems.

The proposed ReCAP middleware will support the following functions (adapted from Technology Architect report):

- **Discovery:** ReCAP middleware consolidates and normalizes ReCAP item and bib records from all three partners and provides nightly feeds to all partner discovery systems. The ReCAP search service provides the ability to perform federated search on the Shared Collection from the library discovery system.
- **Real-time Availability:** ReCAP middleware database maintains real-time status of all ReCAP Shared and Open Collection items. Item availability is provided through ReCAP middleware API.
- **Real-time Request Processing:** ReCAP middleware maintains validation rules and item status. Requests submitted through library discovery system forms are validated real-time, processed and recorded in ReCAP middleware database. Users receive confirmation or validation error messages in real-time enabling them to resubmit a valid request.
- **Real-time Status Reporting:** ReCAP middleware consolidates a complete view of item status across the ReCAP inventory system and partner library systems into the middleware database. Consolidated status can be leveraged for tracking and analytics.
- **Collection Management:** ReCAP middleware implements centralized automated collection classification algorithm (including duplicate detection). Middleware provides user interfaces for manual workflow steps such as withdrawal of preservation copies.

The proposed ReCAP middleware system would be cloud-hosted but administered by one or more ReCAP partners.

Governance

The Shared Collection will be governed under the terms of the ReCAP Consortium Agreement, which will be modified to incorporate Shared Collection commitments and policies.

The ReCAP Bylaws establish primary governance of the shared ReCAP facility with the Board of Governors (the Board) and also explicitly define a Library Advisory Committee (LAC) "to advise the Board...on matters relating to operation of the Facility". The Consortium Agreement, executed by each institution's chief executive, defines details of the partner relationship, terms and conditions for

participation, and facility policies. While some consideration was given to defining the Shared Collection through a separate agreement or MOU, ReCAP partners wish to signal the importance of the Shared Collection by embedding its policies and commitments within the Consortium Agreement itself.

Projected Costs

Costs to develop and implement the ReCAP Shared Collection will be incurred primarily for the required discovery/delivery system and by necessary operational changes reflecting certain policy choices.

Discovery to Delivery System Costs

The cost estimates below were derived from work conducted during the Discovery to Delivery planning project and are intended to establish a ballpark; actual costs may vary by +/- 20% or more. Detailed implementation costs for software and consultants will be determined by RFP during implementation planning. These estimates include new direct costs only and do not include related staff time at partner libraries and the ReCAP facility.

Estimated implementation costs

| Cost Category | Planning Estimate | Source of Planning Estimate |
|---|--------------------------|--|
| Discovery/Delivery middleware development | \$2,000,000 | Technology Architect report |
| Interfaces to partner systems | \$ 200,000 | Various vendors and related estimates |
| Technology consultant (two years) | \$ 150,000 | Derived from Technology Consultant costs |
| Project management consultant (two years) | \$ 150,000 | Derived from Planning Consultant costs |
| Estimated one-time total | \$2,500,000 | |

Estimated annual operating costs

| Cost Category | Planning Estimate | Source of Planning Estimate |
|---------------------------------------|--------------------------|---------------------------------------|
| Discovery/delivery middleware support | \$ 70,000 | Technology Architect report (rounded) |
| Interfaces to partner systems support | \$ 10,000 | 5% of implementation cost |
| Additional Princeton management fee | \$ 20,000 | Additional 10% of current fee |
| Estimated annual total | \$ 100,000 | |

Proposed cost-sharing formula

The following planning assumptions were used to develop a revised cost-sharing formula to support the annual operating costs of the ReCAP Discovery System and Shared Collection. Certain other costs will be incurred related primarily to activities at the ReCAP partner libraries that are ordinarily absorbed by the libraries. Thus, these costs were not included in discussion of a proposed new cost-sharing formula outlined below.

Planning assumptions are:

- Use the existing ReCAP cost-sharing formula as a base for the ReCAP Shared Collection formula; i.e. retain the existing cost factors, do not revise definitions and allocations.
- Show the Discovery System operating costs explicitly. Do not include the one-time system implementation costs in this formula.

The original ReCAP cost-sharing formula uses the following structure:

- Costs are divided into two primary expense categories: "Accessions, retrievals, refiles" (ARR) and Storage
- ARR costs are based on Activity Units, i.e. weighted transactions attributable to individual partners, converted to a percent of all transactions
- Storage costs are based on Allocated Shelves, the percentage of ReCAP shelves occupied by or reserved for each partner's holdings
- ReCAP budget line items (e.g. Labor, Utilities, Repairs) are allocated across ARR and Storage in various agreed proportions (such as Clerical Labor divided as 80% ARR and 20% Storage).
- The "calculated split of expenses" (cost-sharing formula) divides the ReCAP budget line items among the ReCAP partners according to their individual ARR and Storage percentages.

Several options were considered for modifying the current cost-sharing formula to accommodate the new Shared Collection and Discovery/Delivery system, including "no change" and "equal shares". After some discussion, the following approach is considered the most viable.

Proposed Shared Collection formula

ReCAP partners support the following principles to be accomplished by the new formula:

- Encourage contributions to the Shared Collection to facilitate preservation and resource-sharing
- Discourage contributions to the Open Collections (shareable but not part of the Shared Collection) to minimize the impact on ReCAP shelving capacity, while supporting use of ReCAP space for Restricted materials when necessary (usually special collections).
- Recognize the new borrowing patterns that may emerge using the Discovery/Delivery system
- Minimize the impact of the formula change on individual ReCAP partners whose fees may increase.
- Adapt to changing usage and priorities over time through regular review of the cost-sharing formula.

ReCAP partners proposed the following plan to modify the existing ReCAP cost-sharing formula to support these principles:

1. Divide costs for Storage into two subcategories:
 - Storage of the partner collections (Open and Restricted) using the current storage allocation, for now
 - Storage of the Shared Collection, divided proportionally by share of the Shared Collection
2. Assign a higher cost to the partner collections and a lower cost to the Shared Collection
3. Calculate and charge Retrievals and Refiles based on borrowing library rather than owning library (customer code)

Under this approach, ReCAP partners would continue to pay for their holdings in the Shared Collection (and would continue to own them), but their Shared Collection fees would be subsidized, in effect, by the higher amounts paid for private partner collections.

Summary

ReCAP partners plan to place most monographs and serials held at the ReCAP facility into a Shared Collection for long-term retention (as long as the consortium exists), including current and future shareable holdings. Initially, this designation could cover more than 4.4 million monograph titles (estimated 5 million volumes) and about 245,000 serial titles. Almost all shareable volumes already at ReCAP will be contributed to the Shared Collection. Most volumes in the Shared Collection may circulate to partner library patrons and will be available for ILL to other libraries.

ReCAP partners plan to develop a Discovery to Delivery middleware system to provide seamless access for partner library patrons to the Shared Collection and other materials available to them at ReCAP. The ReCAP Discovery system may also be useful to other shared print programs or consortia that wish to support an integrated discovery and request environment for multiple separate systems. Shared Collection materials will also be disclosed in OCLC WorldCat to support worldwide visibility of these shared print holdings.

Implementation of the ReCAP Shared Collection and Discovery/Delivery system is expected to take two years at an estimated cost of \$2.5 million with ongoing operating costs of \$100,000 annually.

**ReCAP Shared Collection Plan
Related Documents**

1. ReCAP Shared Collection Plan (this document) (Lizanne Payne)
2. Holdings Analysis: OCLC Holdings Analysis report (OCLC Research)
3. Workflow Analysis report (Sustainable Collections Services, Inc)
4. ReCAP Project Technology Report (Marshall Breeding)
5. ReCAP High-Level Architecture 1.0 (HTC Global, Inc.)
6. Proposed Revisions to ReCAP Consortium Agreement (Lizanne Payne)
7. Discovery to Delivery System Cost Projections (HTC Global, Inc)
8. ReCAP Shared Collection Cost Factors and Cost-Sharing Formula (Lizanne Payne)