



## Information for MLA EFTS User Agreement

If you are not the signer of the agreement, DocuSign allows you to forward the contract to the right person (do not forward this email, use the interface instead).

E-signing is the preferred method to manage the agreement. However, if your institution requires you to print and sign the agreement by hand, we require that you upload the signed agreement using the DocuSign interface (please do not email or fax it directly). This will ensure that we properly track the status of the 800+ agreements and use MLA resources efficiently.

In the document below you will be asked to:

- Identify the future EFTS Manager – that person will be the contact for the configuration of the new EFTS when it is up and running.
- Select the method of payment for the \$275 activation fee, due at signing
- Indicate how you want your EFTS funds at UCHC transferred, when EFTS transfers from UCHC to MLA

We recommend you use the funds in the existing EFTS account at UCHC to pay for the activation fee, as no further action on your part will be required. If you select that option, please make sure your UCHC EFTS balance has the funds to cover the \$275. For EFTS account information, please contact EFTS Program Coordinator, Jola Sliwinski ([sliwinski@uchc.edu](mailto:sliwinski@uchc.edu)). Alternatively, MLA will send you an invoice which you will have to pay by credit card or by check.

For EFTS specifications, additional information and updates, please visit [www.mlanet.org/efts](http://www.mlanet.org/efts).

Useful information:

- MLA W9 - available from MLA - <https://www.mlanet.org/d/do/16743>
- MLA North American Industry Classification System (NAICS) code - 813920
- If a vendor agreement, or another document, is required, send a request to [efts@mail.mlahq.org](mailto:efts@mail.mlahq.org), with your library LIBID in the subject line.

MLA is pleased to have this opportunity to ensure the sustainability of EFTS, an important platform that many depend on for interlibrary loans.

For more information consult [www.mlanet.org/efts](http://www.mlanet.org/efts) or contact MLA at [efts@mail.mlahq.org](mailto:efts@mail.mlahq.org).

Kevin Baliozian  
MLA Executive Director

**MEDICAL LIBRARY ASSOCIATION**

225 West Wacker Drive, Suite 650

Chicago, IL 60606

Library Name: \_\_\_\_\_

Library Address: \_\_\_\_\_

LIBID: \_\_\_\_\_

To Whom It May Concern:

The Medical Library Association (“**MLA**”) (i) will develop, own and operate a new transaction-based electronic billing system for interlibrary-loans (“**ILL**”) (such system, the “**MLA EFTS**”), which system will facilitate ILL transactions by collecting an ILL charge from a borrowing library (a “**Borrower**”) and remitting such ILL charge to the lending library (a “**Lender**”), less transaction fees, and (ii) will integrate the MLA EFTS with the DOCLINE automated interlibrary-loan request and routing referral system (“**DOCLINE**”) operated by the National Library of Medicine (“**NLM**”).

You (“**Library**”) are receiving this letter agreement (this “**Agreement**”) upon your request because Library wishes to utilize the MLA EFTS. Please note that a Library must execute a separate letter agreement for each LIBID associated with such Library. Library and MLA are sometimes referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”

Please note that information regarding creating and configuring an MLA EFTS user account (including configuration for invoicing of ILL transactions, money transfer methods, actual user access to Library’s EFTS account, pricing grids for ILL transactions and other such parameters) will be entered into by the employee or representative authorized by Library to manage the Library’s MLA EFTS user account (such person the “**EFTS Manager**”) at the time the EFTS Manager access the Library’s MLA EFTS user account.

**Please indicate the name and contact information of Library’s EFTS Manager**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Upon the terms of this Agreement, MLA hereby grants Library a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty free, revocable license for Library's internal purposes within Library's organization to permit Library to use the MLA EFTS pursuant to this Agreement.

**Fees.** The fees for the use of the MLA EFTS shall be as set forth below (collectively, the "**Fees**"). Unless otherwise indicated, all dollar amounts referred to herein are in United States dollars. MLA may modify any Fee upon 60 days' prior written notice to Library.

1. Library shall pay a one-time activation fee in the aggregate amount of \$275.00 on the date on which this Agreement is signed (the "**Effective Date**"), which fee may be paid from Library's existing funds held by UConn Health, on behalf of its Lyman Maynard Stowe Library ("**UConn**" and such funds, the "**Existing Funds**"), pursuant to Appendix 1 attached hereto (if applicable).
2. For each individual transaction for which Library acts as a Lender (if any), Library shall pay a transaction fee equal to 10% of the aggregate amount charged to the Borrower, which shall be deducted from the amount received by Library from the Borrower in each such transaction.
3. For each individual transaction for which Library uses a credit card (if any), Library shall pay a processing fee equal to 3% of the aggregate amount of such transaction, except for the one-time activation fees collected prior to the MLA EFTS launch date.
4. If Library does not record any transactions and the EFTS Manager has not accessed the MLA EFTS user account during a 12-month period, MLA will mark that account as inactive and Library shall contact MLA to reactivate that account. MLA reserves the right to terminate any MLA EFTS user account after 24 months of inactivity.

#### **MLA EFTS Account.**

1. All funds paid to and from Library (including, without limitation, the Fees) pursuant to this Agreement shall be held by MLA on Library's (and other library users') behalf in an account separate from any other MLA funds (the "**MLA EFTS Account**"). Library may transfer funds into and out of the MLA EFTS Account at Library's discretion; *provided, however*, that Library hereby covenants and agrees that it shall maintain an account balance greater than or equal to \$0.00 in the MLA EFTS Account at all times and, in the event Library's account balance in the MLA EFTS Account is a negative amount, it shall restore its balance in the MLA EFTS Account to a positive balance within 30 days of the occurrence of the negative balance. If applicable, Library may transfer Library's Existing Funds to the MLA EFTS Account pursuant to Appendix 2 attached hereto.
2. If Library is not permitted to maintain a balance in the MLA EFTS Account due to regulatory, guideline or other compliance obligations, Library shall notify MLA of the same and, pending approval by MLA (which approval MLA may withhold in its sole discretion), (A) MLA shall provide Library with a monthly invoice for transactions in which Library acts as Borrower, which invoices shall be paid by Library within 30 days of receipt (unless otherwise agreed to by MLA, in its sole discretion) and (B) MLA shall provide quarterly distributions, less any Fees, of amounts owed to Library for transactions in which Library acts as Lender (if any).

## **Library Cooperation.**

1. **Access to ILL Transactions.** Library hereby acknowledges and agrees that, by execution and delivery of this Agreement, Library permits MLA, via MLA EFTS, to access its ILL transactions via DOCLINE (pursuant to authorization given in Appendix 2 hereof).
2. **Entering ILL Transactions.** Library hereby covenants and agrees that it shall, during the Term, regularly record all MLA EFTS transactions in a manner set forth below:
  - a. MLA EFTS shall upload Library's ILL transactions from information provided by DOCLINE to MLA EFTS (pursuant to authorization given in Appendix 3 hereof);
  - b. Library shall upload to MLA EFTS transaction files created by third-party ILL management programs in a form compatible with MLA EFTS; or
  - c. Library shall manually enter transactions into MLA EFTS.
3. **Transaction Review.** Library hereby acknowledges and agrees that, when acting as Lender, it must promptly review, modify and confirm entered transactions prior to any amounts in connection with such transaction being charged to the applicable Borrower.
4. **Fulfillment.** Library hereby acknowledges and agrees that MLA EFTS is strictly intended to facilitate the transfer of funds in an ILL transaction and that (i) MLA shall not bear any responsibility or obligation pursuant to this Agreement to ensure that Library or any other library using MLA EFTS fulfills its obligations as Borrower or Lender in an ILL transaction (including, without limitation, the solicitation of any amounts from a Borrower in an ILL transaction that are not willingly remitted) and (ii) Library shall use its best efforts to fulfill its obligations as Borrower or Lender in each ILL transaction for which it utilizes the MLA EFTS.

## **Term and Termination.**

1. **Term.** This Agreement shall remain in effect unless the Agreement is earlier terminated in accordance with its terms (the "**Term**").
2. **Termination.** Without prejudice to any other rights, MLA may terminate this Agreement immediately upon delivery of written notice of termination to Library if Library fails to comply with any of the terms and conditions of this Agreement. Either Party may terminate this Agreement for convenience during the Term by providing to the other Party with notice of termination not less than 60 days prior to the effective date of termination.
3. **Effect of Termination.** In the event of the termination of this Agreement, (A) Library shall pay any outstanding balances or Fees accrued pursuant to this Agreement within 60 days following such termination, (B) Library shall immediately cease using the MLA EFTS, (C) MLA shall terminate Library's access to the MLA EFTS and (D) MLA will reimburse any

remaining positive balance on Library's behalf in the MLA EFTS Account within 90 days following such termination.

**Library's Representations and Warranties.** Library represents and warrants to MLA that Library, the EFTS Manager and all other employees, agents, contactors, volunteers, affiliates, or representatives of Library will only use the MLA EFTS for lawful purposes and will not violate any applicable law of any country or the intellectual property rights of any third party.

**Entire Agreement.** This Agreement and any documentation related to support services provided by MLA is the entire agreement between Library and MLA relating to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this Agreement.

**Notices and Questions.** All notices and demands hereunder shall be in writing and shall be served by personal service, electronic mail, or by mail at the address of the receiving Party set forth below (or at such different address as may be designated by such Party by written notice to the other Party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally-recognized private express courier and shall be deemed complete upon receipt.

If to MLA:                      Medical Library Association  
   225 West Wacker Drive, Suite 650  
   Chicago, IL 60606-1210  
   Attention: Kevin Baliozian  
   Email: baliozian@mail.mlahq.org  
   Phone: (312) 419-9094

If to Library:                      As set forth on the signature page to this Agreement.

**Compliance with Agreements.** Library shall comply with all of the terms, provisions, covenants, representations, warranties or any other obligations contained in or pursuant to any agreement (if any) with any third party applicable to its ILL transactions, including (without limitation) any agreement with any publisher of any work and/or document subject to an ILL transaction.

**Waiver/Assignment.** A waiver of any provision of this Agreement shall only be effective if in a writing signed by the Party against which the waiver is claimed. This Agreement may not be assigned by Library without the prior written consent of MLA.

**Termination of Existing Agreement.** Effective as of the date on which the MLA EFTS begins processing ILL transactions ("**Operational Date**"), Library hereby acknowledges and agrees (A) that Library's existing agreement(s) regarding the use of the transaction-based electronic billing system for ILL transactions and document delivery operated by UConn shall, automatically and without any further action by UConn or the Library, be terminated in its entirety and shall no longer be of any force or effect and (B) all rights and obligations under the such agreement(s) will cease other than those that by their terms extend beyond or survive the termination of such agreement(s). UConn shall be an express third party beneficiary of this paragraph.

**Fee Reimbursement.** If (and only if) (i) the Operational Date is not on or prior to December 31, 2020 or (ii) MLA decides, in its sole discretion, to discontinue the development of the MLA EFTS following the Effective Date, then MLA shall reimburse the Activation Fee (if paid) to Library and Library’s exclusive remedy hereunder shall be such reimbursement of the Activation Fee.

**IN WITNESS WHEREOF**, the Parties, intending legally to be bound, have caused this Agreement to be duly executed and delivered as of the last date of signature set forth below.

**MEDICAL LIBRARY ASSOCIATION:**

By: \_\_\_\_\_  
Print Name: Kevin Baliozian  
Title: Executive Director  
Date: \_\_\_\_\_

**LIBRARY:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Library Notice Information**

Address: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Appendix 1

**Authorization of Payment of Activation Fee**

**Please review this form and indicate whether the Activation Fee (as defined in the letter agreement with MLA) is to be paid through funds currently held by UConn Health, on behalf of its Lyman Maynard Stowe Library (“UConn”) or paid directly to MLA.**

Library hereby agrees that it shall pay a one-time activation fee in the aggregate amount of **\$275.00** in immediately available funds (the “**Activation Fee**”) on the date hereof in the manner set forth below (**please check the box to indicate**):

Fund Transfer through EFTS Funds held by UConn. Library hereby authorizes MLA to take any and all actions and steps as may be necessary, advisable, convenient, or proper to collect, on the Effective Date, the Activation Fee from Library’s existing funds currently held by UConn, and hereby covenants and agrees that (i) Library shall have sufficient funds held by UConn to pay the Activation Fee on the Effective Date and (ii) MLA may present this form to UConn and UConn may rely on this form as Library’s express authorization and direction to transfer funds in an amount equal to the Activation Fee to MLA; **OR**

Direct Payment to MLA. Library hereby authorizes MLA to issue an invoice directly to Library for the Activation Fee, which invoice shall be paid directly to MLA by Library (*select this option if you do not have an EFTS account at UConn*).

**LIBRARY:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix 2**

**Authorization to Transfer Existing EFTS Funds**

**Please review this form and indicate if Library’s existing funds currently held by UConn (the “Existing Funds”) are to be transferred to MLA on the date the MLA EFTS begins processing ILL transactions.**

Library hereby authorizes each of MLA and UConn Health, on behalf of its Lyman Maynard Stowe Library (“**UConn**”), to take any and all actions and steps as may be necessary, advisable, convenient, or proper to transfer, on the date on which the MLA EFTS begins processing ILL transactions, all of the Existing Funds to MLA, solely for the purpose of funding Library’s balance in the MLA EFTS Account (as such term is defined in the letter agreement with MLA) in order to facilitate Library’s use of the MLA EFTS (as such term is defined in the letter agreement with MLA) and Library hereby covenants and agrees that MLA may present this form to UConn and UConn may rely on this form as Library’s express authorization and direction to transfer funds in an amount equal to the Existing Funds to MLA; **OR**

Library hereby opts to NOT have its Existing Funds transferred to MLA (*select this option if you do not have an EFTS account at UConn*).

**LIBRARY:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Appendix 3**

**DOCLINE ILL Information Release**

**Please review this form and execute to allow the National Library of Medicine to share DOCLINE ILL information with MLA.**

Pursuant to the letter agreement executed with MLA, Library hereby (i) releases all information regarding its interlibrary loan transactions (and all further information regarding such transactions as reasonably requested by MLA and agreed to by the National Library of Medicine) (collectively, the “**ILL Information**”) to MLA and (ii) authorizes MLA to take any and all actions and steps as may be necessary, advisable, convenient, or proper to upload, on and from the Effective Date (as such term is defined in the letter agreement), Library’s ILL Information, regardless of whether Library serves borrowing or lending library for such transaction, via DOCLINE automated interlibrary-loan request and routing referral system (“**DOCLINE**”) to MLA EFTS solely for the purposes of enabling the transactions contemplated by the letter agreement.

Library hereby covenants and agrees that MLA may present this form to the National Library of Medicine and/or any necessary third party in connection with DOCLINE and such party may rely on this form as a means to release information regarding Library’s interlibrary loan transactions to MLA (and all information necessary thereto as reasonably requested by MLA).

**LIBRARY:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_