

WESTERN REGIONAL STORAGE TRUST TRANSFER AGREEMENT

Transferring Institution _____

Receiving Institution _____

THIS AGREEMENT (Agreement”) is made between the Transferring Institution (TI) and the Receiving Institution (RI).

RECITALS

1. TI is a constitutional state agency, with the power and duty to enter into contracts on its behalf, and to acquire property and dispose of the same.
2. RI is a constitutional state agency with the power and duty to enter into contracts on its behalf, and to acquire property and dispose of the same.
3. TI and RI, through their respective library programs, are member organizations of the Western Regional Storage Trust (“WEST”), a distributed print repository program, with its membership limited to academic libraries, research libraries, and library consortia serving the western region of the United States.
4. Pursuant to its contract with WEST, RI has been designated as an archive holder/builder institution. RI has accepted the responsibility of assembling, validating, archiving, preserving and making available the materials transferred to RI by other WEST institutions.
5. TI and RI benefit from the pooling of resources, which makes many more titles available to the member schools than would be obtainable on an individual basis.

TERMS

1. RI acknowledges and agrees that it is an archive holder/builder in the WEST program, and that TI is a member organization. In order to fulfill its responsibilities as an archive holder/builder, RI requires TI to transfer the library materials listed on Addendum 1 to this Agreement (“the Materials”).
2. In consideration for RI’s work to assemble, validate, archive, and preserve the Materials in such a manner that they are accessible to TI upon reasonable notice and request, TI agrees to transfer ownership of the Materials to RI.
3. RI’s obligation to make the materials reasonably available to TI shall be separate and apart from the parties’ membership in the WEST program and their respective obligations to the WEST program; therefore, if one or both of the parties terminate membership in the program, TI’s rights to access the Materials shall not be affected.

4. TI shall provide RI with all reasonably available information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights.
5. RI is authorized to dispose of the Materials and dispose of any duplicates or other material not relevant or suitable to the collection.
6. The parties recognize that from time to time, one or more items believed to be available and listed as part of the Materials may be lost or otherwise unavailable. The parties agree that any such circumstance shall not amount to a breach of the terms of this Agreement.

TRANSFER

Upon the execution of this Agreement, TI shall cause to be delivered, by U.S. Mail or common carrier, the Materials, to RI at the following address:

Upon execution of this Agreement by both parties, TI transfers all its rights in and to the Materials, whether of ownership, license, or interests in property, to RI, and this Agreement shall serve as the sole document required to affect the transfer. The transfer of TI's rights in and to the Materials shall operate as a quit claim of said rights, subject to the conditions of this Agreement; this provision shall not be construed as a warranty of TI's interest in the materials.

Signed:(TI) _____

this _____ day of _____, 20____.

Signed:(RI) _____

this _____ day of _____, 20____.