



Office of the Provost
Pierpont Community & Technical College
North Central WV Advanced Technology Center
500 Galliher Drive, Fairmont, WV 26554

AcademicAffairs@pierpont.edu
Phone 304-367-4602

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of January 12, 2023,

BETWEEN: **PIERPONT COMMUNITY & TECHNICAL COLLEGE** (the “College”), a community and technical college serving North Central West Virginia, including Harrison County

500 Galliher Drive; Fairmont, WV 26554

AND: **CLARKSBURG HARRISON PUBLIC LIBRARY** (“the “Library”), a public library offering library services to the residents of Harrison County, WV, including Clarksburg, where the Gaston Caperton Center is located.

404 W. Pike Street; Clarksburg, WV 26301

1. PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of the College and the Library as they relate to providing library services to the students of Pierpont Community & Technical College. In particular, this MOU is intended to formalize the collaboration between the College and the Library to provide college students access to the Library’s resources.

2. BACKGROUND

The College presently provides a robust, comprehensive online library to students through a collaboration with the West Virginia Community & Technical College System. The College’s online library offers students, faculty, and staff access to Ebsco, including Academic Search Complete, Applied Science & Technology Source, CINAHL Complete, eBook Collection, and eBook Community College Collection.

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3. COLLEGE'S RESPONSIBILITIES UNDER THIS MOU

In fulfillment of this MOU, the College agrees to:

- a. Provide the Library desk copies of textbooks for the creation of a "Reserves" or textbook repository for students' access;
- b. Provide the Library with information and guidelines for "Reserve" items;
- c. Provide the Library access to the College's online library collection and learning management system (e.g., Blackboard), where the College's collection is housed;
- d. Ensure students' compliance with Library policies and their respectful and responsible use of the Library through the College's *Student Code of Conduct*; and
- e. Identify and reference a College staff person to serve as the point-of-contact for the Library.

4. LIBRARY'S RESPONSIBILITIES UNDER THIS MOU

In fulfillment of this MOU, the Library agrees to:

- a. Provide general library services and public access (i.e., use of services, WiFi) to the College's students, irrespective of county-of-residence;
- b. Provide students a library card;
- c. Support students with library searches and general librarian support, including access to "Reserve a Librarian;"
- d. Provide the College with a brief description of its current services, programs, and repository;
- e. Provide the College basic summary data on frequency of use or other data points; and
- f. Dispose of the College's exam copies of reserve materials (i.e., aging textbooks) in collaboration with and under the direction of the College.

5. UNDERSTANDINGS

- a. This MOU is effective with the date of the fully executed document and shall continue until such time that this MOU is terminated.
- b. This MOU may be modified in writing by the College or the Library.
- c. Either the College or Library could termination this MOU with ninety (90) days written notice.
6. Notwithstanding the foregoing, either party may terminate this MOU immediately if participation under this MOU may give rise to a violation of any requirements of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction.
7. Nothing in this MOU shall create or be construed as creating a joint enterprise, joint venture, partnership, employment relationship, master servant relationship or principal-agent relationship between the parties.
8. The MOU shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of West Virginia.
9. The undersigned represent that they have the full power and authority to execute this MOU on behalf of their respective entities, and that no further votes, approvals, or authorities are required.

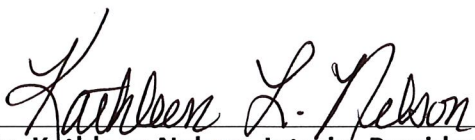
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10. This MOU is the entire agreement between the parties on the subject matters on which it applies. It supersedes all prior oral or written understandings, agreements, memoranda, proposals, or other agreements with respect thereto.

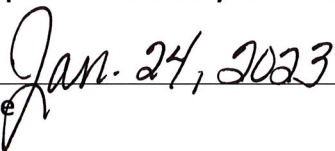
11. Agreements may be executed by either electronic or facsimile transmission in one or more counterparts, each of which shall be deemed an original.

The following signatures indicate approval of the Memorandum of Understanding between Pierpont Community & Technical College and Harrison County Public Library



Dr. Kathleen Nelson, Interim President
Pierpont Community & Technical College

Date



Ms. Amy Eakle, Interim Director
Clarksburg Harrison Public Library

Date

