

Termination of Membership in VALNet

Termination by Expulsion: The VALNet Board of Directors may terminate the membership of any VALNet Member or Participant Library for cause by an affirmative vote of 75% of the Board at any meeting of the Board called for that purpose. Notification of such meeting must be furnished to the Member or Participant library not less than thirty (30) days prior to the meeting date, indicating in writing the nature of the cause(s) for the Board's contemplated action. The designated representative of the Member or Participant will be entitled to attend the Board meeting, and present such information as the Member or Participant believes to be relevant to the Board's consideration prior to voting. The effective date of termination of VALNet membership will be determined by the Board, but may not be less than ninety (90) days after the approval of a resolution to expel unless an earlier date is mutually agreed upon in writing by the VALNet Board and the expelled Member or Participant.

Termination by Voluntary Withdrawal: A VALNet Member or Participant that wishes to voluntarily withdraw shall give written notification to the Board of Directors no later than November 1st. Notification will indicate the nature of the causes(s) of the member's contemplated action. The Member's or Participant's representative will attend the next scheduled meeting of the Board of Directors, and present such information as the Member or Participant believes to be relevant to its decision. Withdrawal will be effective the following July 1st unless an earlier date is mutually agreed upon.

Any Member or Participant who withdraws voluntarily from VALNet or is expelled according to the terms and conditions set forth in this document shall receive a machine-readable copy of its patron and materials records, and its current transaction file. Costs associated with removal of records from the VALNet database, production of the copy, including but not limited to necessary computer programming, processing, computer tape and incidental supplies, etc., will be borne by the withdrawing Member or Participant.

A withdrawing Member or Participant will not be entitled to reimbursement for any portion of its initial investment or subsequent payments for hardware or software; except that a withdrawing Member or Participant may claim any equipment to which it holds clear title. All expenses associated with the removal and relocation of such equipment will be borne by the withdrawing Member or Participant.

The withdrawal of any VALNet Member or Participant for any reason shall not relieve that Member or Participant from the requirement to discharge any and all obligations due and payable by it to VALNet, including obligations undertaken by the Member or Participant for the period immediately preceding the effective date of termination of its membership status or participation in VALNet.