By the
MONTANA SHARED CATALOG
MEMBER LIBRARY
Contract

1.   PARTIES

This Contract, made and entered into this _____day of _____, 20__, by and between the libraries participating in the Montana Shared Catalog and the Montana State Library with the responsibility of administration delegated to the Montana State Library, acting on behalf of the Montana Shared Catalog (MSC) Member Libraries, and _____
(your library name here, typed or in pen), hereafter referred to as "Member Library".

2.   CONTRACT

This Contract is constituted of pages 1 through 11 (including signature page and Attachment A). This Contract may not be modified without the approval of the above Parties. A copy of this Contract and the MSC By-Laws are posted on the MSL Web site.

3.   DEFINITIONS

ARM—"Administrative Rules of Montana".

CONTENT MANAGEMENT COMMITTEE – The "Content Management Committee" ("CMC") is a committee appointed by the Executive Board to set policy to promote consistent record standards, cataloging and circulation procedures, and to maintain a functional user interface within the Montana Shared Catalog (MSC) Integrated Library System (ILS).

EXECUTIVE BOARD—"MSC Executive Board" as a steering committee, it implements policy, and is appointed by the Members Council.

FISCAL AGENT – The Montana State Library, as "Fiscal Agent", will handle fiscal matters for the MSC, including collection, administering and disbursement of funds.

FISCAL YEAR—The MSC "Fiscal Year" shall begin July 1, and end June 30 of the following year.

LIBRARY RECORDS—"Library Records" shall have the same meaning as "Library Records" as defined in the Montana Library Records Confidentiality Act (Montana Code Annotated 22-1-1101 through 22-1-1111).

MEMBERS COUNCIL—"MSC Members Council" makes policy, and consists of one representative from each of the Member Libraries.

MEMBER LIBRARIES—"Member Libraries" are libraries that have signed this Contract. "Member Library" denotes a single library or library system. See Attachment A, list of MSC members as of the date of this contract.

MONTANA LIBRARY—A "Montana Library" is any library with an entry in the Montana Library Directory.

MONTANA SHARED CATALOG—The "Montana Shared Catalog" ("MSC") is an integrated library system, used and managed by a number of Montana libraries. Member Libraries include; academic, public, school, and special libraries, of all sizes anywhere within the State of Montana.

RESOURCE SHARING GROUPS—Consists of MSC member libraries that have agreed to share their collections and users with other members of the same group. Current group descriptions and member libraries are posted on the MSL website.

MONTANA STATE LIBRARY—The "Montana State Library" ("MSL") is authorized by Montana Code Annotated 22-1-101 and 22-1-201. The Montana State Library is responsible for statewide library improvement projects, as authorized under Montana Code Annotated 22-1-103. The Montana State Library (MSL) acts as the MSC "Systems Administrator" and "Fiscal Agent".

OCLC— The Online Computer Library Center (OCLC) is a nonprofit membership organization serving more than 60,000 libraries in 112 countries and territories around the world. OCLC is a collaborative organization, with the intent of furthering access to the world's information and reducing library costs by offering services for libraries and their users.

SYSTEM ADMINISTRATOR(S)—The System Administrator(s) are the MSL staff performing system administration, technical support and services, and training duties for the MSC member libraries.

VENDOR—The current project "Vendor" is SirsiDynix Corporation.

Throughout this document, capitalized words or phrases, such as "Member Library", refers to an item defined in this "Definitions" section.

4. PURPOSE
This Contract makes explicit the mutual expectations of the contractual obligations of the participating members of the Montana Shared Catalog and the Montana State Library.

 A list of participating members is appended to this Contract as "Attachment A: Member Libraries".

5. TERM
This Contract is effective upon execution by the Member Library and MSL. It continues in effect until terminated as provided in this Contract. This Contract supersedes any previous contractual agreements of the Montana Shared Catalog participating Member Libraries.

6. TERMINATION
- A Member Library may terminate its Contract by providing written notice to the MSC Executive Board at least six months prior to the end of the current fiscal year.
- A Member Library of a Resource Sharing Group that is withdrawing from that group but maintains membership in the MSC, shall provide written notice to the current chairperson of the sharing group, of that library's intent to withdraw from the group at least 60 days prior to the effective date of their withdrawal.

See also: This Contract – Section # 11   Termination Costs, below.
For Grievance procedures see MSC By-Laws #9 posted on the MSL website.

7. INSURANCE
Each MSC Member Library shall be responsible for maintaining property damage insurance or self-insuring against loss in the amount of replacement value of all MSC related equipment housed on its premises.

8. HOLD HARMLESS

Each Party to this Contract shall be liable for, and shall bear the expense of, any and all liabilities, claims and causes of action arising from its or its employees', negligent or intentional acts.

9.   COSTS

MSC costs are borne by Member Libraries, in accordance with an ongoing cost sharing formula approved yearly. An annual budget will be proposed by the Executive Board at least three weeks prior to the first Member's Council meeting of the calendar year. The Members Council will approve the budget and ongoing cost sharing formula at the first meeting of the calendar year.

10.   SHARED COSTS

Ongoing-shared costs may include any, all, or none of the following items. This is not intended to be an exhaustive or complete list:
- Additional application modules from the Vendor;
- Additional software;
- Authority control, bibliographic record maintenance
- Content and discovery tools, mobile applications, or other third-party licensed items;
- Continuing education or training;
- Contracted services;
- Maintenance agreement with Vendor;
- Server related costs;
- MSC staff costs;
- Other additional items.

11.   TERMINATION COSTS

- MSC Membership: Should a Member Library withdraw from the MSC, according to the terms of this Contract, the Member Library's bibliographic, user, serial and acquisition records shall be provided to that Member Library in a standard machine-readable form.
  It is understood that upon withdrawal the withdrawing Member Library shall cease to receive services through the MSC. Services shall terminate at the end of the fiscal year. All costs resulting from the withdrawal of a Member Library shall be the sole responsibility of the withdrawing Member Library. These costs may include vendor fees and any special hardware, software and electronic media required to complete the withdrawal process and any and all other costs to the MSC resulting from the Member Library's request to withdraw.
- MSC Resource Sharing Group Membership: Should a Member Library that participates in a Resource Sharing Group withdraw from the group, according to the terms of this contract, the Member Library shall reimburse the MSC for the administrative costs incurred by the withdrawal process.

12.   PAYMENT

A Member Library is responsible for its share of the costs for operating the MSC. These costs are approved annually by the Members Council. The financial requirements for the next fiscal year shall be assessed and distributed by the Executive Board or Fiscal Agent three weeks prior to the first meeting of the Members Council of the calendar year.

The MSC fiscal year begins July 1 and ends June 30 of the following year. MSC Member Libraries agree to remit their respective amount due in full within 120 days of invoice by the project Fiscal Agent.

The failure to meet the terms of this section of this Contract may result in the suspension of a Member Library's use of the MSC system.

13.   SERVER AVAILABILITY

All MSC system software is now implemented as Software as a Service (SaaS). The Vendor will also act as the SaaS host. The MSC will continue to maintain both a TEST and PROD SaaS instance of the software so that MSC staff can test new updates and upgrades before implementing in PROD. The PROD server is available for use by Member Libraries 24 hours a day, 7 days a week, 365 days a year, excepting scheduled maintenance and upgrades. Downtime is scheduled to cause the least disruption of service.

The MSC system administrators agree to provide participants with at least 24 hours prior notice of scheduled system downtime. In cases of downtime due to emergency system maintenance, the system administrators will attempt to provide as much advance notice as possible. Access will be via the Internet; Internet access is the responsibility of each Member Library.

14.   SUPPORT   Member Libraries are responsible for resolving problems regarding circumstances within their facilities, or difficulties with their Internet access. Problems with the MSC SaaS servers and their related application software, shall be referred to the Systems Administrators who will have emergency support contingencies in place and available to meet Member Libraries' needs.

15.   RECORDS—BIBLIOGRAPHIC, ITEM, PATRON, CIRCULATION, & AUTHORITY
MSC Member Libraries will be responsible for inputting bibliographic records from databases that meet acknowledged bibliographic standards, e.g. OCLC, etc. In order to input vendor-supplied records, MSC Member Libraries agree to notify and work in conjunction with System Administration to ensure record quality.

Member Libraries agree to abide by the MSC Standard Cataloging Procedures and the MSC Patron Registration Data Entry Guidelines. These documents are maintained by the Content Management Committee to reflect evolving policies and standards.

Each Member Library has full responsibility for linking and withdrawing item and location information (barcode number, library location, volume number, call number, copy number, type of material, publishing information, etc.) for its holdings to title information contained in a bibliographic database. Item records belong to the member library and do not contain information relative to patrons or circulation and are therefore, considered to be non-confidential.

Member Libraries own the records to which they have associated items. In many cases these records are shared with several members having attached items to a single bibliographic record. Therefore, to protect the integrity of MSC, no Member Library may modify or delete records that are shared by other Member Libraries without the expressed permission of other Member Libraries associated with that record.

16.   CONFIDENTIALITY OF LIBRARY RECORDS
Library Records (as defined in this Contract) of each Member Library shall be released or disclosed only:
  (1) To that Member Library itself;
  (2) To the System Administrator(s) (as defined in this Contract); and
  (3) To any other library by prior written consent of both the Member Library whose records are involved and the library being granted access to these records. The Member Library owning the records shall inform the System Administrator(s) in writing of the nature and extent of access to the library records being granted.
  (4) Non-confidential item record information that is void of patron and circulation information will be released upon request. The library director(s) concerned with the requested data shall be informed of such requests and will be provided a copy of the requested data.
  (5) All records will be provided in a format that cannot be manipulated or modified.

Member Libraries agree that pursuant to the requirements of the Montana Library Records Confidentiality Act, the Library Records (as defined in this contract) contained in the MSC shall be considered confidential except concerning item records as noted above.

17.   GOVERNANCE

Member Libraries are expected to actively participate in the governance of MSC.
MSC is governed by a "Members Council". The Members Council is comprised of one representative from each participating library.

Annually the Members Council, will elect members to open seats on the "Executive Board". The Executive Board gathers information relating to the operation and governance of the MSC from, and disseminates information to, Member Libraries.

See MSC By-Laws for more information about the Executive Board.

18.   SYSTEM ADMINISTRATOR DUTIES

The Montana State Library provides assistance for the MSC, including but not necessarily limited to assisting Member Libraries by managing system hardware and software, and as the Fiscal Agent. The System Administrator(s) are responsible for determining overall system operations, upgrades, maintenance, data back-up, system security and intermediary with the Vendor. This responsibility is granted within the scope of the approved budget. Any costs outside the approved budget must be approved by the MSC Executive Board and the membership notified.

19.   NEW MEMBERS

Any Montana Library wishing to join the MSC shall pay to the Fiscal Agent, on behalf of MSC, all costs related thereto negotiated between the applicant and MSC, including but not limited to:
- Any MSC system costs engendered by their joining the system;
- Vendor costs;
- Necessary local site costs;
- All expenses from the MSC Vendors;
- Training expenses;
- Annual payments (maintenance and other shared costs set by the Members Council;
- Any other costs associated with becoming a Member Library.

20.   MEMBER LIBRARY RESPONSIBILITIES

By signing this Contract, each Member Library agrees to:
- Follow this Contract, in its entirety;
- Pay its share of costs in full, and in a timely manner;
- Abide by the terms of the Contract and Addendums between the Montana State Library, (administrative and fiscal agent), and the Vendor. (copies are retained at MSL and available for viewing upon request);
- Work with other MSC libraries to pursue mutually agreed upon goals;
- Share resources, best practices, and expertise without expectation of equal reciprocation;
- Be honest and open with other MSC libraries, candidly sharing opinions and respecting other Members values, points of view, and ideas;

- Implement services using mutually accepted library automation related standards, to facilitate resource sharing, collection development, and information exchange;
- Maintain a current membership in OCLC, for the purposes of bibliographic access and control;
- Maintain records (bibliographic, patron, authority, circulation, etc.) consistent with the terms of this Contract;
- Abide by the MSC Standard Cataloging Procedures and the MSC Patron Registration Data Entry Guidelines;
- Participate in evaluating system software modifications, upgrades and enhancements;
- Supply statistics and records that may be required by the MSC to document the operation of the MSC;
- Participate in training and continuing education opportunities, at its expense, necessary to efficiently and effectively use the MSC;
- Monitor the appropriate email lists provided by the MSC discussion groups to keep abreast of system activity or announcements.
- Quickly report MSC system operational problems to the System Administrators via online help desk, phone or email.
- Actively participate in the operation and governance of MSC by attending the Members Council meetings, and abide by the decisions of the Executive Board and Members Council;
- Regularly review MSC operations and advise in writing when modifications or improvements are necessary;
- Provide the appropriate hardware and operating system, upgrading or replacing older or obsolete hardware or software as necessary, to meet specifications and requirements needed to permit access to the public access catalog and staff (circulation, cataloging, etc.) functions of the shared system. The costs of all equipment will be the responsibility of each library;
- Make arrangements and meet local costs for data communication services, including a public static IP address, from Member Library's computer network. Data communications costs are the responsibility of the Member Library and are outside the terms and conditions of this Contract;
- Work, within the context of the MSC, to govern the use of its respective materials. Collection of fines and recovery of materials from patrons will be the responsibility of each library.
- Consult with MSC staff before entering into contracts with vendor products that interact with the MSC system in order to assess the interoperability of the product. MSC staff are not responsible for ensuring third party interoperability with the MSC system. While MSC staff time is prioritized for projects that benefit the consortium as a whole, they will attempt to work with member libraries on individual projects.

- **21.   SIGNATURES**

Agreed to by the signatories below:

Montana State Library:

Signature _____

Title   _____   Date_____

Member Library:

_____
      Library Name Here

Signature _____

Title   _____   Date_____

Copies of this signed Contract are to be kept on file by the:
MSC Member Library
MSC System Administrator(s) and Fiscal Agent/MSL

Contract last modified October 6, 2017

ATTACHMENT A: MEMBER LIBRARIES

Aaniiih Nakoda College Library (Fort Belknap) - Harlem
Absarokee Schools
      Absarokee High School
      Absarokee Elementary School
Alberton School Library
Ashland School Library
Baker Public Schools
      Baker Middle/High School
      Lincoln School
      Longfellow School
Belgrade Community Library
Bigfork Schools
      Bigfork High School
      Bigfork K-8 School
Big Horn County Public Library – Hardin
Big Sandy Schools
Billings Catholic Schools
      Billings Catholic High School Library
      St. Francis Primary School Library
      St. Francis Intermediate School Library
      St. Francis Upper School Library
Billings Public Library
      Billings Bookmobile
      Billings Homebound
      Billings West at MSUB-COT Campus
Bitterroot Public Library – Hamilton
Blaine County Library - Chinook
Bozeman Public Library
Bridger Public Library
Carnegie Public Library – Big Timber
Chester-Joplin-Inverness (CJI) School District
Chouteau County Library – Fort Benton
      Big Sandy Branch Library
      Geraldine Branch Library
      Highwood Community School Library
Clinton Elementary School
Darby Community Public Library
Darby School District
      Darby High School
      Darby Elementary School
Dillon Public Library
Drummond School Community Library
Ekalaka Public Library
Fairfield Public Library
Fallon County Library - Baker
Flathead Valley Community College Library – Kalispell
Fort Peck Tribal College Library - Poplar

Galata Elementary School Library
Garfield County Library - Jordan
George McCone Memorial County Library – Circle
Glacier County Library
        Main Library – Cut Bank
        Browning Branch
Glasgow City-County Library
Glendive Public Libraries
        Richey Public Library
Harlem Public Library
Havre-Hill County Library - Havre
Havre School District 16A
        Havre High School
        Havre Middle School
        Highland Park Primary School
        Lincoln-McKinley Primary School
        Sunnyside Intermediate School
Hearst Free Library – Anaconda
Hellgate School District #4 - Missoula
        Hellgate Elementary School K-2
        Hellgate Intermediate School 3-5
        Hellgate Middle School 6-8
Henry A Malley Memorial Library - Broadus
ImagineIF Libraries
        Main Library - Kalispell
        Bigfork
        Columbia Falls
        Lakeside (pickup location only)
        Marion
Jefferson County Library System
        Boulder Community Library
        Whitehall Community Library
Joliet Public Library
Judith Basin County Free Library - Stanford
        Hobson Community Library
Kalispell Regional Medical Center Medical Library
Laurel Public Library
Lewistown Public Library
Libby School District
        Libby High School Library
        Libby Elementary School Library
Liberty County Library - Chester
Lima School District #12
Lincoln County High School - Eureka
Lincoln County Libraries
        Eureka Public Library
        Libby Public Library
        Troy Public Library
Livingston-Park County Public Library

Madison Valley Public Library – Ennis
Manhattan Community School Library
       Manhattan K-8 School
Meagher County/City Library – White Sulphur Springs
Miles City Public Library
Mineral County Public Library – Superior
       Alberton Branch
Missoula County Public Schools
       Elementary Schools – Charlo, Cold Springs, Franklin, Hawthorne, Lewis and Clark,
                          Lowell, Paxson, Rattlesnake, Russell
       Middle Schools – C.S Porter, Meadow Hill, Washington
       High Schools – Big Sky, Hellgate, Seeley-Swan, Sentinel, Willard
Missoula International School Library
Missoula Public Library
       Main Library – Missoula
       Big Sky High School Branch
       Frenchtown School-Community Library
       Lolo School Library
       Potomac Branch
       Seeley Lake Branch
       Swan Valley Branch
       WOW Bus Branch
Montana Academy – Marion
Montana Bible College Library - Bozeman
Montana Department of Transportation Library – Helena
Montana Historical Society Research Center - Helena
Montana Legislative Reference Center – Helena
Montana Public Service Commission Library - Helena
Montana Office of Public Instruction – Helena
Montana State Genealogical Society Library - Helena
Montana State Library – Helena
       State Government Information Center
North Jefferson County Library District
       Main Library – Clancy
       Montana City Branch
North Lake County Library District - Polson
North Valley Public Library – Stevensville
Noxon School Library
Park High School – Livingston
Parents, Let's Unite for Kids (PLUK) Library - Billings
Petroleum County Community Library - Winnett
Philipsburg Public Library
Pine Hills School Library – Miles City
Plains Public Library District
Plains K-12 School Library
Power School Library
Prairie County Library - Terry
Red Lodge Carnegie Library
Richey School Library

Roosevelt County Library
        Main Library – Wolf Point
        Culbertson Library
        Froid Library
Rosebud County Library
        Main Library – Forsyth
        Bicentennial Library of Colstrip
Rosebud School Library
Roundup Central Elementary School Library
Roundup Community and High School Library
Sheridan County Library - Plentywood
Sheridan Public Library
Sidney-Richland County Library
St. Ignatius School-Community Library
State Law Library of Montana – Helena
Stillwater County Library - Columbus
Stone Child College Library – Box Elder
Summit Prep School Library – Kalispell
Sun River Valley Schools
        Simms High School
        Fort Shaw Elementary School
Sweet Grass County High School Library – Big Timber
Target Range School Library - Missoula
Thompson Falls Public Library
Thompson Falls Schools
        Thompson Falls Elementary School
        Thompson Falls Junior High School
        Thompson Falls High School
Thompson-Hickman Memorial County Library – Virginia City
Three Forks Community Library
Twin Bridges Public Library
Valier Public Library
West Yellowstone Public Library
West Yellowstone School Library
Whitefish Community Library
Whitehall School Library
Wibaux Public Library
Yellowstone Christian College