MSL Cooperative Services Agreement

This Agreement is entered into by and between the State of Montana, Montana State Library (MSL), whose address is 1201 11th Ave., Helena, MT 59601 and **[PARTICIPATING LIBRARY NAME]**, whose address is **[PARTICIPATING LIBRARY ADDRESS]**.

Introduction

This Agreement formalizes the cooperative relationship between the Montana State Library (MSL) and participating libraries for shared library services. The parties commit to working together to provide Montanans with shared access to library resources and services, to protect patron privacy and confidential library records, to use public funds responsibly, and to comply with applicable state law. This document describes how the parties work together, describes the parties' responsibilities, and how we provide these resources in a confidential and secure manner.

Purpose

The Montana State Library Commission is authorized by state law to provide statewide library leadership, coordination, and services that support and strengthen local libraries. Under MCA 22-1-103, 22-1-328, and 22-1-329, MSL is directed to establish and administer interlibrary resource-sharing programs and statewide access initiatives. Participating libraries are public, school, special, or academic institutions that choose to join one or more of these cooperative programs to expand services to their communities.

This Agreement is an umbrella framework. It establishes the foundational relationship and shared responsibilities. Individual services---such as the Montana Shared Catalog (MSC), Courier Services, etc.---are detailed in separate addenda attached to this Agreement.

Term

The term of this Agreement shall commence upon execution by both parties and shall remain in effect for five (5) years. This Agreement may be renewed for additional five (5) year terms by mutual written agreement of both parties.

Either party may terminate this Agreement by providing thirty (90) days' written notice to the other party. However, termination of this Agreement shall not be effective until all addendum-specific notice periods and exit requirements have been fully satisfied. Where an active addendum requires a longer notice period or imposes exit conditions (such as the six (6) month notice required for most services), those requirements must be fulfilled before the overall Agreement may be closed.

Upon expiration of the initial term or any renewal term, this Agreement shall not automatically renew. Continued participation in MSL cooperative services following expiration requires execution of a new or renewed Agreement signed by authorized representatives of both parties. MSL will contact the Participating Library no later than three (3) months prior to the expiration of the then-current term to initiate the renewal process.

Scope of Agreement

This Agreement is intended as an umbrella Agreement under which specific services will be detailed through attached addenda. Any short-term or pilot projects initiated between MSL and Participating Library are presumed to be incorporated under this Agreement unless explicitly stated otherwise in writing.

Signature of this Agreement commits the participating library to this framework and its terms regarding data security, confidentiality, and governance. However, signature does not automatically enroll the library in every service MSL administers. Each service requires an executed addendum specific to that service.

Order of Precedence

This Agreement and its addenda form an integrated set of documents. In the event of a conflict among them, the following order of precedence applies:

1. **This Agreement** governs all general contractual terms, including but not limited to term, termination, renewal, dispute resolution, indemnification, data sharing, confidentiality, and governing law. No addendum or governing document may modify, limit, or override these terms.
2. **Service-specific Addenda** (Addendum A, B, C, etc.) govern service-specific operations, participation requirements, fees, and service standards for the particular service to which each addendum applies. An addendum controls over a Governing Document, but only to the extent not inconsistent with this Agreement. Where a library is a party to more than one addendum simultaneously, each addendum governs only the service it covers; no addendum modifies the terms of another addendum.
3. **Governing Documents referenced in Addenda** (such as bylaws, policies, and procedures adopted by MSC, resource sharing groups, MontanaLibrary2Go, or other bodies) apply to day-to-day operations within each service and are subject to both this Agreement and the applicable addendum.

This order of precedence applies regardless of the date of execution of any addendum or the order in which documents are signed.

Responsibilities of Parties

MSL Responsibilities:

1. MSL is responsible for procuring, contracting, and managing agreements for all services covered under this Agreement. The parties' commitments under this Agreement are contingent on an agreement between MSL and service vendors.
2. MSL shall act as the administrative and fiscal agent, except as specified in any addendum incorporated herein.
3. MSL shall be responsible for maintenance of records relevant to cooperative services agreements and for compliance with record retention requirements under state law.
4. MSL shall be responsible for technical administration, including but not limited to system maintenance, troubleshooting, technical support, and security oversight as outlined in attached addenda.
5. MSL shall be responsible for establishment and modification of system-level policies applicable to the cooperative services, consistent with the terms of this Agreement and attached addenda.

6. MSL will implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the security, integrity, and confidentiality of data, in accordance with applicable Montana statutes, statewide information security policies, and the Montana Library Records Confidentiality Act.

Participating Library Responsibilities:

1. Participating Library shall be responsible for implementation of services according to the terms and conditions specified in attached addenda.
2. Participating Library shall be responsible for any financial commitments associated with the services described in this agreement and any attached addenda.
3. Participating Library shall be responsible for compliance with system-level policies established by MSL as detailed in attached addenda.
4. Participating Library shall be responsible for maintaining accurate records and data as specified in attached addenda.
5. Participating Library shall be responsible for compliance with all policies, procedures, and bylaws established by applicable governing bodies (such as the MSC Members Council or resource sharing group committees) as described in the attached addenda.
6. Participating Library shall participate actively in governance and decision-making processes for cooperative services in which it enrolls, including attendance at meetings and provision of timely input as requested.
7. Participating Library shall provide timely communication with MSL regarding any issues, concerns, or changes that may affect service implementation or compliance.
8. Participating Library shall handle data accessed or transmitted under this Agreement with at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care.

Incorporation of Addenda

All specific service agreements between MSL and Participating Library shall be documented as written addenda to this Agreement. Each addendum details the specific scope, responsibilities, financial arrangements, and any additional terms applicable to that particular service. Such addenda shall become effective upon execution by both parties.

Questions of precedence among this Agreement, any addendum, and any Governing Documents (i.e. MontanaLibrary2Go Bylaws, or related consortium procedures) referenced in an addendum are governed by the Order of Precedence section of this Agreement.

Confidentiality of Records

In accordance with the Montana Library Records Confidentiality Act, any and all library records maintained under this Agreement, as well as any addenda incorporated herein, shall be considered confidential except as defined in MCA 22-1-11.

For any contracts entered into and administered by the Montana State Library (MSL) under this Agreement, MSL shall be solely responsible for ensuring that the contracted vendors comply with all applicable state and federal laws concerning confidentiality of library records. For purposes of this Agreement and all addenda, "personally identifiable information" or "PII" includes "personal information" as defined in MCA 30-14-1704(3)(b)(i), together with any other information that identifies an individual patron in connection with the use of library services.

Data Sharing and Security

1. **MSL Data Security Responsibilities**

The Montana State Library (MSL) secures and maintains data collected, stored, or transmitted under this Agreement in accordance with applicable Montana statutes, statewide information security policies issued by the State Information Technology Services Division (SITSD) under the Montana Information Technology Act (MCA 2-17-504 et seq.), and the Montana Library Records Confidentiality Act. MSL implements reasonable administrative, technical, and physical safeguards designed to protect the security, integrity, and confidentiality of such data.

MSL requires that all vendors contracted to provide services under this Agreement comply with applicable State of Montana information technology terms and conditions, including those issued by the State Procurement Bureau and SITSD. Such requirements include, but are not limited to:

- **Domestic Data Storage:** Vendors shall not store, process, or transfer any non-public State data outside of the United States, including for backup or disaster recovery purposes, consistent with State of Montana IT Terms and Conditions (Exhibit C, Data Location provision).
- **Remote Access Restrictions:** Vendors and their subcontractors shall not access Montana information technology resources from outside the legal jurisdictional boundary of the United States.
- **Data Ownership:** All data related to services provided under this Agreement remains the property of the State of Montana and participating libraries. Vendors are granted access solely for the purpose of fulfilling their contractual obligations and shall not use, copy, disclose, or retain State data for any other purpose.

MSL is responsible for ensuring that vendor contracts incorporate these requirements. Participating Libraries may request copies of relevant vendor IT terms and conditions from MSL upon written request.

MSL's obligations under this section are subject to and limited by the standards, policies, and resources established by SITSD as the State's central information technology authority. MSL will not be held responsible for exceeding statewide security requirements or standards. Participating Libraries may review current SITSD policies and standards at sitsd.mt.gov.

If SITSD or applicable state IT policy changes in a way that materially affects how MSL secures or stores data under this Agreement, MSL will notify Participating Libraries in writing within a reasonable time following the effective date of such change.

2. **Participating Library Responsibilities**

Each participating library will handle data accessed or transmitted under this Agreement with at least the same degree of care it uses for its own confidential and patron information, and in no event less than reasonable care. Each participating library will comply with applicable state and local requirements governing confidentiality and security of library and patron data.

3. **Third-Party Services and Local Vendors**

When a participating library contracts with a third-party service that may rely on data or authentication from an MSL-administered system, the library is responsible for consulting with MSL before making a purchase or commitment to determine whether the service can be supported using approved, secure methods. MSL will not be liable if a vendor selected by a participating library cannot be integrated using the authentication methods or security standards that MSL is able or authorized to support.

4. **Limits on Data Exposure**

MSL will not knowingly permit third-party access through MSL-administered systems to personally identifiable information (PII) about patrons, except as required by law, as technologically unavoidable for the provision and maintenance of the contracted services, or as explicitly authorized in a separate written agreement. MSL will, where technically feasible, limit vendor access to patron records and PII to the minimum data reasonably necessary for system operation, authentication, troubleshooting, and reporting, and will default to the most secure configuration that preserves essential functionality of the services.

PII is defined as an individual's first name or first initial and last name in combination with any one or more data elements, when either the name or the data elements are not encrypted, as defined in MCA 30-14-1704(3)(b)(i).

5. **Incident Notification**

If MSL or a participating library becomes aware of an actual or suspected unauthorized access, use, or disclosure of data handled under this Agreement, that party will promptly notify the other and cooperate, as appropriate, in any response or mitigation required by law or statewide policy.

Governance

MSL retains authority to administer system-level policies and procedures for cooperative services covered by this Agreement, consistent with the Order of Precedence established herein. This includes monitoring adherence to system-level policies, addressing non-compliance issues, and providing guidance to ensure the effective implementation of services. MSL may delegate governance of specific services to participating libraries, consortium bodies, or other entities as specified in the attached addenda; such delegation does not diminish MSL's authority under this Agreement.

Indemnification and Hold Harmless

The Participating Library shall defend, indemnify, and hold harmless the State of Montana, the Montana State Library, and their elected and appointed officials, agents, and employees, while acting within the scope of their duties, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses, and fees, including the reasonable costs of defense and attorney fees, arising or alleged to arise, in whole or in part,

from (i) services performed or activities carried out under this Agreement or any addendum by the Participating Library or its employees, agents, or subcontractors, or (ii) other acts or omissions of the Participating Library or its employees, agents, or subcontractors, except to the extent caused by the sole negligence of the State of Montana.

Reduction of Funding

In the event that State, Federal, or other funding sources allocated to MSL are reduced, eliminated, or otherwise become unavailable, MSL reserves the right to terminate this Agreement or any associated addenda. MSL shall provide written notice to Participating Library at least thirty (30) days prior to the effective date of termination.

Points of Contact

Each party shall designate a primary point of contact responsible for communications regarding this Agreement and associated addenda. The designated contact should be identified by name, title, and contact information. If a designated contact leaves or changes, the party shall promptly notify the other in writing and provide updated contact information, including the name and title of the replacement contact, to ensure continuity of communication.

	MSL	Participating Library
Name		
Title/Position		
Email		
Phone		

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

Entire Agreement

This Agreement, together with all attached addenda, constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, representations, and Agreements, whether written or oral.

Amendment

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both MSL and the Participating Library.

Execution

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
Montana State Library
1201 11th Ave.
Helena, MT 59601

BY:_____
(Name/Title)
DATE:

Legal Counsel

_____
(Signature) (Date)

[Participating Library Name]
[Insert Address]
[Insert City, State, Zip]

BY: _____
(Name/Title)
DATE:

Participating Library Trustee

_____
(Signature) (Date)