Addendum A: Montana Shared Catalog (MSC) Service Agreement

This Addendum A ("Addendum") is incorporated into the MSL Cooperative Services Agreement between the Montana State Library (MSL) and the Participating Library. This Addendum is a service-specific agreement under the umbrella Agreement and is subject to all terms and conditions of the Agreement, including but not limited to provisions on confidentiality of library records, data sharing and security, governance, term, termination, indemnification, and dispute resolution.

Purpose and Service Description

1. The purpose of this Addendum is to set forth the terms under which the Participating Library will participate in the Montana Shared Catalog ("MSC"), a cooperative library consortium and shared integrated library system platform, including associated hosting, support, and maintenance services, administered by MSL on behalf of participating libraries. This Addendum is a service-specific agreement under the umbrella Agreement and is subject to all terms and conditions of the Agreement, including but not limited to provisions on confidentiality of library records, data sharing and security, governance, term, termination, indemnification, and dispute resolution.
2. Policies, procedures, and budgets for the Montana Shared Catalog are developed and maintained by the MSC Administrators, acting in consultation with and upon the advice of the MSC Members Council.

Relationship to Governance and Policies

1. MSC is governed by MSL and the MSC Members Council, as those bodies are defined in the MSC Bylaws and related governance documents (collectively, the "Governance Documents").
2. The Participating Library acknowledges and agrees that MSC policies, procedures, standards, and governance structures are established through the Governance Documents, as amended from time to time, and as published by MSL on the MSC Knowledge Base.
3. By executing this Addendum, the Participating Library agrees to abide by all applicable Governance Documents maintained in the MSC Knowledge Base.
4. Questions of precedence among this Agreement, this Addendum, and the Governance Documents are governed by the Order of Precedence section of the Agreement.

Participation and Responsibilities

MSL Responsibilities:

1. Act as system administrator and fiscal agent for MSC, including managing the relationship with the ILS vendor within the scope of approved budgets and applicable state procurement and IT policies.
2. Provide system-level configuration, maintenance, and troubleshooting for the shared ILS, including coordination of upgrades, backups, and security controls consistent with statewide IT standards and the Agreement's data sharing and security provisions.
3. Maintain and publish MSC Governance Documents and system-level policies and procedures applicable to MSC participation, including current technical requirements for local infrastructure and connectivity, at the MSC Knowledge Base.

4. Provide reasonable training, technical support, and communication channels (such as help desk and MSC discussion lists) to enable Participating Libraries to use MSC effectively.

Participating Library Responsibilities:

1. **Compliance and Governance**

    a. Implement and use MSC services in compliance with this Addendum, the Agreement, and all applicable MSC Governance Documents, including the MSC Bylaws.
    b. Actively participate in MSC governance by designating a representative to the MSC Members Council, attending Members Council meetings, and abiding by decisions of the Members Council.
    c. Conform to the policies, procedures, and protocols of the MSC, as set forth by the MSC Members Council and made available at the MSC Knowledge Base.
    d. Monitor MSC communication channels (such as email lists and discussion groups), participate in trainings and continuing education as needed, and provide timely written feedback when modifications or improvements to MSC operations are necessary.

2. **Local Infrastructure and Support**

    a. Provide and maintain local hardware, software, and network connectivity sufficient to access MSC services in accordance with current MSC technical requirements as published by MSL at the MSC Knowledge Base, and bear all associated equipment and data communications costs.
    b. Resolve issues within the Participating Library's local environment or internet connection, and promptly report MSC system operational problems to MSL System Administrators.

3. **Collaboration and Operational Responsibilities**

    a. Work with other MSC libraries to pursue mutually agreed-upon goals, share resources and best practices without expectation of equal reciprocation, and engage with other members in an open and respectful manner.
    b. Implement services using mutually accepted library automation-related standards to facilitate resource sharing, collection development, and information exchange, and maintain a current OCLC membership for bibliographic access and control.
    c. Supply statistics and other information reasonably required to document MSC operations and support statewide reporting, and participate in evaluating system software modifications, upgrades, and enhancements.
    d. Manage local use of materials, including collection of fines and recovery of materials from patrons, consistent with MSC policies and local policy.

Data Sharing, Security, and Confidentiality

1. **Relationship to Umbrella Agreement**

The data sharing, security, and confidentiality obligations in this Addendum apply in addition to the Agreement's provisions on confidentiality of library records and data sharing and security. Nothing in this Addendum is intended to reduce or limit the protections or requirements set forth in the Agreement.

2. **MSL Data Security Responsibilities for MSC**

In administering MSC, MSL will secure and maintain data collected, stored, or transmitted through the MSC system in accordance with the Agreement's data sharing and security provisions, applicable Montana statutes, statewide information security policies issued by SITSD, and the Montana Library Records Confidentiality Act.

3. **Participating Library Data Responsibilities for MSC**

The Participating Library will handle data accessed through or transmitted to MSC 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, consistent with the Agreement's data sharing and security requirements and applicable state and local law.

4. **Incident Notification**

If MSL or the Participating Library becomes aware of actual or suspected unauthorized access, use, or disclosure of data handled through MSC, that party will promptly notify the other and will cooperate, as appropriate, in any response or mitigation required by law, statewide policy, or the Agreement.

Third-Party Authentication and Integrations (MSC)

1. **MSL as System Administrator**

MSC is administered and technically managed by MSL. All technical access to the MSC integrated library system for purposes of patron authentication or other automated querying must be configured, enabled, or otherwise approved by MSL.

2. **Permitted Authentication Methods**

Third-party services used by the Participating Library may authenticate patrons against MSC only through methods supported and approved by MSL and that are compliant with the data-sharing provisions of the Agreement.

MSL may update or replace permitted authentication methods over time to align with statewide security standards, vendor capabilities, or legal requirements, and will communicate such changes to Participating Libraries through established MSC communication channels.

3. **Local Library Responsibilities Before Purchase**

Before purchasing or implementing any third-party service that will integrate with or authenticate against MSC, the Participating Library must consult with MSL to determine whether the proposed integration method is technically and administratively supported and complies with MSL-approved authentication methods and security standards.

4. **No Independent System Access**

The Participating Library may not create, enable, or permit any third-party connection to the MSC system outside of the access methods configured or approved by MSL. Any attempt to bypass MSL's configuration or security controls is prohibited and may result in suspension of the integration or other appropriate action, consistent with the Agreement and applicable policy.

5. **Vendor Data Use**

Any data a third-party vendor receives directly from the Participating Library (for example, data exported or manually entered by the library into the vendor's system) is governed by the agreement between the Participating Library and that vendor. MSL is not responsible for the vendor's handling or use of data supplied directly by the Participating Library.

MSL's responsibility is limited to the data and responses transmitted from MSC through MSL-approved authentication methods, consistent with the Agreement's data sharing and confidentiality provisions.

6. **Immediate Applicability**

The authentication and integration requirements in this section apply upon execution of this Addendum and apply to both new and existing third-party integrations that authenticate against or otherwise connect to MSC. The Participating Library will work in good faith with MSL to bring any existing integrations into compliance within a reasonable time following notice from MSL.

Resource Sharing Groups (If Applicable)

1. Participation in a Resource Sharing Group is governed by Addendum B and applicable Group Governing Documents.
2. The formation, modification, or dissolution of resource sharing groups, and the membership of specific libraries in those groups, will be governed by MSL; any financial or operational implications for the Participating Library will be addressed through those documents and through any applicable MSL budgeting and cost-sharing processes.

Costs and Invoicing for MSC

1. **General Cost Sharing**

MSC costs are borne by Participating Libraries in accordance with a cost-sharing formula recommended by MSL and approved each year by the Members Council.

Services and fees may be re-defined with the recommendation and approval of MSL and the Members Council.

2. **Fiscal Year**

The MSC fiscal year begins July 1 and ends June 30 of the following year.

3. **Shared Costs**

Ongoing shared costs include software, licensing, infrastructure, staffing, training, contracted services, and other costs approved through MSC governance processes.

4. **New Member Costs**

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 incurred by their joining the system;
- Vendor costs;
- Necessary local site costs;
- All expenses from the MSC Vendor;
- Training expenses;
- Annual payments (maintenance and other shared costs) set by the Members Council;
- Any other costs associated with becoming a Participating Library.

Termination of MSC Participation

1. **Termination Notice**

A Participating Library may terminate its participation in this addendum under the umbrella Agreement's general termination procedures. The Participating Library must provide written notice to MSL at least **six (6) months** prior to the end of the current fiscal year for the termination to be effective at the end of that fiscal year. Termination of participation in this addendum does not automatically terminate the Participating Library's participation in other MSL cooperative services unless explicitly stated.

2. **Effect of Termination**

Upon termination of MSC participation:

- The withdrawing Participating Library's bibliographic, user, serial, and acquisition records shall be provided to that library in a standard machine-readable form.
- The Participating Library shall cease to receive services through the MSC, effective at the end of that fiscal year (or as otherwise agreed by MSL and the Participating Library).
- All costs resulting from the withdrawal of a Participating Library shall be the sole responsibility of the withdrawing Participating 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 Participating Library's request to withdraw.
- **Data Migration Costs (Exiting Members):** Data migration associated with exiting the MSC may involve vendor costs depending on the nature and scope of the library's data-extraction and migration needs. MSL will work collaboratively with the exiting library to structure the exit process in a way that minimizes or eliminates vendor-billable costs wherever possible. Where the exiting library has specific data-migration requirements that necessitate vendor involvement beyond standard record extraction, MSL will inform the library of the anticipated costs, negotiate on the library's behalf where feasible, and

pass through any resulting vendor charges to the exiting library. The exiting library's acceptance of such costs shall be confirmed in writing prior to MSL authorizing the vendor to proceed.

3. **Withdrawal from Resource Sharing Group (Without Withdrawing from MSC)**

Should a Participating Library that participates in a Resource Sharing Group withdraw from that group but maintain membership in the MSC, the Participating Library shall reimburse the MSC for the administrative costs incurred by the withdrawal process.

Hold Harmless

The indemnification provisions of the MSL Cooperative Services Agreement apply to this Addendum.