Addendum B: Resource Sharing Groups

This Addendum B ("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 Scope

1. The purpose of this Addendum is to describe the terms under which the Participating Library will participate in one or more resource sharing groups administered by the Montana Shared Catalog (MSC) that enable cooperative lending and sharing of library materials among participating libraries ("Resource Sharing Groups").
2. This Addendum applies to the Participating Library's participation in approved Resource Sharing Group(s).

Relationship to Governance and Policies

1. Each Resource Sharing Group is governed by its own bylaws, charters, or other governance instruments, together with its adopted policies and procedures (collectively, "Governing Documents"), subject to approval by MSL.
2. The Participating Library acknowledges that operational standards for circulation, holds, cataloging, shipping, and related activities within a Resource Sharing Group are established through that Group's Governing Documents and may be revised from time to time by the Group's governing body or, if no governing body exists, upon acceptance by MSC administrators.
3. Governing Documents become effective upon such approval or acceptance. MSL will maintain links or references to current Governing Documents for each Resource Sharing Group in the MSC Knowledge Base or comparable system-wide resource.
4. Questions of precedence among the Agreement, this Addendum, and any Governing Documents referenced herein are governed by the Order of Precedence section of the Agreement.

Participation and Responsibilities

MSL Responsibilities

1. Provide system-level technical administration and coordination necessary to support Resource Sharing Group operations, including configuration of the shared ILS to implement group policies on circulation, holds, item sharing, and related functions.
2. Maintain and publish links to current Governing Documents and applicable system-level policies that affect Resource Sharing Group participation.

3. Act as the administrator for formal enforcement of Resource Sharing Group responsibilities under this Addendum, including implementation of any suspension of the Participating Library's participation in holds and item sharing within a Resource Sharing Group.
4. Review distribution plans annually and make suggested changes to individual libraries and/or sharing groups.
5. Review MSC's matrix for sharing groups annually, using distribution plan and census data to review items loaned on a per capita basis to balance loaning volume.
6. Review distribution plan, along with loaned and received data, to review workload on hubs, and make suggested changes to distribution plan to individual libraries and/or sharing groups based on findings.

Participating Library Responsibilities

1. **Compliance with Group Requirements:**
    a. Implement and use Resource Sharing Group services in compliance with this Addendum, the Agreement, and all applicable Governing Documents for each Resource Sharing Group in which the Participating Library participates.
    b. Participate in interlibrary lending, holds fulfillment, item sharing, shipping and transit, and related processes as described in the relevant Governing Documents, including timely processing of holds and items in transit.
    c. Follow approved cataloging, item type, and circulation practices required by the Resource Sharing Group to support consistent patron experience and effective sharing of materials.

2. **Coordination with MSL:**
    a. Cooperate with MSL in its system-level technical and policy administration for Resource Sharing Groups, including responding to reasonable information requests related to compliance and operational issues.
    b. Review and apply updated Governing Documents made available through the MSC Knowledge Base or other system-wide communications in a reasonably prompt manner.

Governance, Requests, and Enforcement

1. Internal governance of each Resource Sharing Group, including meeting procedures, voting, and informal or internal remedies, is determined by that Group's Governing Documents. Nothing in this Addendum limits a Group's governing body from using internal processes to address member performance, consistent with its Governing Documents.
2. If informal or internal remedies are not successful, a Resource Sharing Group's governing body may request that MSL take formal enforcement action regarding a member's participation in that Resource Sharing Group. MSL may accept, modify, or

decline such a request at its discretion, after consulting with the governing body, and will communicate its decision in writing to the governing body and the affected Participating Library.

3. MSL may suspend the Participating Library's ability to place and fulfill holds and to participate in item sharing within a named Resource Sharing Group for material noncompliance with this Addendum or that Group's Governing Documents. Any suspension under this subsection is limited to the specified Resource Sharing Group and does not, by itself, terminate the Agreement or the Participating Library's participation in other services or groups, unless otherwise agreed in writing.
4. MSL will provide reasonable written notice to the Participating Library of any suspension of participation in a Resource Sharing Group, including a brief description of the basis for the action.

Termination of Resource Sharing Group Participation

1. 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. Upon withdrawal from a Resource Sharing Group:

    a. The Participating Library shall cease to participate in holds fulfillment, item sharing, and related group functions within that Resource Sharing Group, effective at the end of that fiscal year (or as otherwise agreed in writing by MSL and the Participating Library).
    b. The Participating Library shall reimburse MSC for any administrative costs incurred by the withdrawal process.
    c. All costs resulting from withdrawal shall be the sole responsibility of the withdrawing Participating Library.

3. **MSL-Initiated Termination:** MSL may terminate a Participating Library's participation in a Resource Sharing Group for repeated, material non-compliance with this Addendum or the applicable Governing Documents, consistent with the enforcement procedures in Section 5 of this Addendum. MSL will provide reasonable written notice prior to any such termination.
4. **Termination of Agreement:** Termination of the umbrella Agreement or Addendum A (MSC) will also terminate this Addendum.

Hold Harmless

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