Addendum C: OCLC Group Services

This Addendum C ("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

The purpose of this Addendum is to define the terms under which the Participating Library receives access to OCLC Group Services through the statewide group contract administered by MSL, including cataloging and related resource sharing services.

Scope of Services

MSL administers a statewide OCLC Group Services contract that provides participating libraries access to:

1. OCLC tools that support creation, maintenance, and enhancement of bibliographic and holdings records in WorldCat, including Cataloging Subscription and Metadata Subscription.
2. Discovery of library materials through the WorldCat database and related OCLC platforms, including FirstSearch, as made available under the statewide contract.
3. Functionality that may be used to support interlibrary loan (ILL) and other resource sharing services through WorldShare ILL, with specific ILL configurations managed administratively by MSL and, as applicable, the Montana Shared Catalog (MSC).

Specific service options, system settings, and participation levels are configured outside this Addendum through MSL and MSC administrative processes.

Relationship to MSC and Cataloging Standards

For libraries that are members of the MSC, participation in OCLC Group Services is a **required** component that supports shared bibliographic data and resource sharing within the consortium.

The Participating Library agrees to follow cataloging standards, practices, and procedures established by the MSC and MSC Content Management Committee for records contributed to or maintained in the shared catalog and in WorldCat.

WorldCat Principles of Cooperation and OCLC Policies

The Participating Library agrees to contribute and maintain bibliographic and holdings data in a manner consistent with standards and guidelines adopted by the OCLC cooperative, including the WorldCat Principles of Cooperation and applicable contribution guidelines.

In the event of a conflict between mandatory OCLC policies (including the WorldCat Principles of Cooperation) and this Addendum or the Agreement, OCLC policies shall govern use of OCLC systems and data. MSL and the Participating Library shall work together in good faith to adjust local practices or this Addendum as needed to maintain compliance with OCLC policies.

Relationship to Other Documents

Questions of precedence among the Agreement, this Addendum, and any Governing Documents referenced herein (including OCLC policies and MSC bylaws) are governed by the Order of Precedence section of the Agreement. For MSC member libraries, this Addendum is intended to operate in concert with MSC contracts, bylaws, and policies, which may impose additional cataloging and resource sharing requirements as a condition of MSC membership.

Interlibrary Loan (ILL) Participation

1. OCLC Group Services may be used to support ILL and other resource sharing activities; however, the specific ILL participation level and workflows for the Participating Library are established and managed by MSL and, as applicable, MSC.
2. Selection of an ILL participation configuration (including whether and how the library borrows, lends, or mediates requests) occurs through MSL/MSC administrative processes and is not specified within this Addendum.
3. Any change to the Participating Library's ILL participation status or configuration within OCLC Group Services must be requested with a minimum of ninety (90) days' written notice prior to June 30 of the applicable year.
4. Written notice must be provided to MSL in accordance with the notice provisions of the Agreement. MSL will coordinate any required contractual or configuration changes with OCLC on behalf of the Participating Library. Changes will ordinarily take effect on or after July 1 following the notice period, or on another date confirmed in writing by MSL, consistent with statewide contract requirements.

Term and Renewal

Participation in OCLC Group Services under this Addendum automatically renews annually for the duration of the Agreement, subject to:

1. Continued availability of funding as described in the Agreement.
2. Continued inclusion of OCLC Group Services in the statewide group contract administered by MSL.
3. The Participating Library's continued compliance with applicable OCLC policies, MSC cataloging standards, and related resource sharing requirements.

Participation and Responsibilities

MSL Responsibilities

1. MSL shall act as the administrative and fiscal agent for the statewide OCLC Group Services contract, including enrollment, configuration, and communication with OCLC on behalf of the Participating Library.
2. MSL shall provide or coordinate access to documentation, training opportunities, and guidance to support effective and compliant use of OCLC Group Services.
3. MSL shall address statewide or contractual compliance issues related to OCLC Group Services and coordinate with the Participating Library as needed to resolve such issues.
4. MSL shall submit the individual invoice dollar amounts for each Participating Library to OCLC based on the Cost Share Formula.

Participating Library Responsibilities

1. The Participating Library shall implement local practices that align with MSC cataloging standards and, where applicable, MSC and OCLC resource sharing policies.
2. The Participating Library shall ensure that staff using OCLC Group Services are aware of relevant OCLC policies, including the WorldCat Principles of Cooperation, and that use of OCLC systems complies with such policies.
3. The Participating Library shall provide timely communication to MSL regarding requested changes to ILL participation and any issues that may affect continued, compliant participation in OCLC Group Services.
4. The Participating Library shall maintain and update library information within OCLC services and platforms.
5. The Participating Library shall update MSL and OCLC on the best point of contact for billing purposes.

Costs and Payment Terms

1. MSL shall determine the annual participation cost for each Participating Library and shall provide the resulting cost allocation schedule to OCLC.
    a. Each Participating Library's cost is based on MSL's Cost Share Formula and the contracted percentage increase each fiscal year, as agreed upon in the contract with the vendor.
    b. The cost share formula is based on size of collection, community served, and participation in each of OCLC's services.
2. OCLC will issue invoices directly to each Participating Library on an annual basis.
3. Each Participating Library shall remit payment in full within thirty (30) days following receipt of its invoice.
4. Failure to remit payment when due may result in suspension or termination of services under this Addendum, consistent with the terms of the Agreement.

5. **New Member Costs:** MSL will request a quote for the cost of adding an additional library location for OCLC services. MSL reserves the right to delay or decline new membership if the additional member requires modification of the vendor contract.

Termination

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. MSL and the vendor will not be responsible for reimbursing the Participating Library for any payments made toward OCLC Services. Membership costs will be removed at the start of the next fiscal year (July 1).
3. Upon termination of OCLC Group Services participation:
    a. The Participating Library shall cease to receive services through OCLC, effective at the end of that fiscal year (or as otherwise agreed by MSL, the Participating Library, and the vendor).
    b. 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 resulting from the Participating Library's request to withdraw.
    c. The Participating Library will be required to pull any reports from the vendor portal prior to the effective date of termination.

Hold Harmless

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