Addendum E: MontanaLibrary2Go

This Addendum E ("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

The purpose of this Addendum is to set forth the terms under which the Participating Library will participate in MontanaLibrary2Go, a shared digital collection program administered by MSL and governed by the MontanaLibrary2Go consortium.

Relationship to MontanaLibrary2Go Bylaws and Policies

1. MontanaLibrary2Go is governed by the MontanaLibrary2Go Bylaws ("Bylaws") as adopted and amended by the MontanaLibrary2Go consortium.
2. MontanaLibrary2Go collection practices are further guided by the MontanaLibrary2Go Collection Development Policy ("Collection Development Policy") and related procedures, as adopted and amended by the MontanaLibrary2Go consortium.
3. By executing this Addendum, the Participating Library agrees to abide by:
    a. The MontanaLibrary2Go Bylaws; and
    b. The MontanaLibrary2Go Collection Development Policy and any related collection procedures approved by the consortium.
4. MSL will maintain and publish the most current versions of the Bylaws and Collection Development Policy on its website.

Relationship to Other Documents

Questions of precedence among the Agreement, this Addendum, and the MontanaLibrary2Go governing documents (including Bylaws and Collection Development Policy) are governed by the Order of Precedence section of the Agreement. Termination of this Addendum does not automatically terminate the Participating Library's participation in other MSL cooperative services, unless explicitly stated in the applicable addendum.

Participation and Responsibilities

MSL Responsibilities

1. MSL will serve as fiscal agent for MontanaLibrary2Go, initiating vendor invoices and completing any supplemental purchasing, consistent with the Bylaws and state procurement practices.
2. MSL will manage procurement and contract administration for MontanaLibrary2Go subscriptions and related services, including conducting solicitations or renewals as

required, negotiating subscription terms with vendors, and ensuring that contracts are established and maintained in accordance with applicable state procurement laws and policies.

3. MSL will maintain and publish current Bylaws, Collection Development Policy, and other governing documents for MontanaLibrary2Go at the location identified above, and provide reasonable communication and administrative support for the consortium.

Participating Library Responsibilities

1. Meet all membership requirements established in the Bylaws, including timely payment of all applicable MontanaLibrary2Go membership fees and execution of any vendor participation documents required for consortium participation.
2. Participate in MontanaLibrary2Go governance as required by the Bylaws, including designation of a voting representative and participation in membership business and Governing Board actions as applicable.
3. Support implementation of MontanaLibrary2Go services in a manner consistent with the Collection Development Policy, including acknowledging shared selection practices, metered access models, and weeding/discard practices for licensed digital content.
4. Comply with any vendor-specific participation requirements to the extent those requirements are incorporated into MontanaLibrary2Go operations, recognizing that the vendor's participation form is a separate agreement between the vendor and the library or MSL.
5. Acknowledge that MontanaLibrary2Go negotiates and manages subscriptions to digital content under MSL's procurement authority, and that individual member libraries may not establish conflicting secondary contracts for the same content, except as permitted in the Bylaws.

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 the vendor.
    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.
2. MSL will create individual library invoices using the vendor platform; invoices will be sent directly to individual libraries via the vendor platform.
3. Individual libraries will provide payment directly to the vendor. Questions or disputes regarding invoice amounts should be directed to MSL for review and clarification.
4. MSL will be responsible for platform, membership, and licensing fees required for participation with the vendor. MSL is not responsible for payment of content costs.
5. If joining partway through the fiscal year, the first-year cost will be pro-rated based on the amount of time remaining in that fiscal year.

a. 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 content for the shared collection for that fiscal year. Membership costs will be removed at the start of the next fiscal year (July 1).
3. MSL and the vendor will not be responsible for reimbursing the Participating Library for any payments made toward content through the Advantage or Advantage+ Program.
4. Upon termination of MontanaLibrary2Go participation:
    a. The Participating Library shall cease to receive services through MontanaLibrary2Go, effective at the end of that fiscal year (or as otherwise agreed by MSL and the Participating Library).
    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.

Compliance

1. The Participating Library understands that failure to comply with the Bylaws, vendor participation forms, or other MontanaLibrary2Go requirements may result in enforcement actions under the MontanaLibrary2Go Bylaws.
2. If a member library does not comply with the rules set forth in the Bylaws or the vendor participation form, the library will receive written notification and will be given sixty (60) days to resolve outstanding issues.
3. If the Participating Library fails to cure non-compliance within the established period, the library may be removed from the MontanaLibrary2Go consortium and all user privileges may be revoked, as provided in the Bylaws.
4. Withdrawal by the Participating Library from MontanaLibrary2Go, and the effect of such withdrawal on rights to access subscribed content and any fees paid to date, will be governed by the withdrawal provisions of the Bylaws.

Hold Harmless

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