

MEMORANDUM OF UNDERSTANDING (MOU) between

_____ *[insert name of Party A]*

and

_____ *[insert name of Party B]*

This is an agreement between “Party A”, hereinafter called South Central Library System and “Party B”, hereinafter called Participating Library System.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the South Central Library System Backup and Collaboration System.

In particular, this MOU is intended to:

- Establish the responsibilities of South Central Library System and participating Library Systems.

II. BACKGROUND

Library systems across the state have been working together. Our group is committed to implementing technology solutions that are designed by Public Library Systems for Public Libraries. After careful discussion and planning, the group decided to tackle a statewide backup and archive platform. This Memorandum outlines the responsibilities of the library systems hosting and using the backup and archive platform.

III. South Central Library System RESPONSIBILITIES UNDER THIS MOU

South Central Library System shall undertake the following activities:

- Provide the storage equipment, backup software and “head end” connection for the backup and archive platform.
- Provide a VPN connection for the participating library system to access the backup management software.
- Configure the SCLS network to allow communication between the participating library and the backup system housed at SCLS. Including limiting access through firewalls following least privilege access standards.

- Configure the backup platform to report backup results to each of the participating library systems for their own backups.
- Monitor space used by participating library systems.
- Monitor the health of the backup platform and perform routine maintenance of the platform at SCLS.
- Monitor the health of the Wide Area Network connection to the secondary head end platform.
- Maintain personnel to support the network and backup system at SCLS

IV. IFLS RESPONSIBILITIES UNDER THIS MOU

IFLS shall undertake the following activities:

- Provide the storage equipment, backup software and “head end” connection for the replication platform.
- Provide a VPN connection for the head end connection to SCLS.
- Configure the LEAN WI network to allow communication between the LEAN WI backup system and the backup system housed at SCLS. Including limiting access through firewalls following least privilege access standards.
- Monitor space used by participating library systems.
- Monitor the health of the replication platform and perform routine maintenance of the platform at LEAN WI.
- Monitor the health of the Wide Area Network connection to the primary head end platform at SCLS.
- Maintain personnel to support the network and replication system at LEAN WI.

V. Participating Library System RESPONSIBILITIES UNDER THIS MOU

Participating Library System shall undertake the following activities:

- Provide a Wide Area Network connection linking their network to the SCLS network. Including limiting access through firewalls following least privilege access standards.
- Configure their own library system network to communicate with the SCLS network for the purpose of backing up computer systems to the backup platform.
- Configure the backup platform to backup their computer systems.
- Schedule the backups of their computer systems by collaborating with all the library systems using the platform.

- Verify their backups have been completed successfully.
- Maintain personnel to configure and support the backup of their systems using the backup platform.
- Establish a primary contact.
- Notify SCLS of any relevant staffing changes via the prescribed method of communication.

VI. MODIFICATION AND TERMINATION

It is mutually understood and agreed by and between the parties that:

1. Modification

2. Termination

VII. FUNDING

This MOU does not address the reimbursement of funds between the parties.

VIII. GOOD FAITH

Each of the **Parties** will perform its obligations in good faith and, to the extent practical and commercially reasonable, in accordance with customary practices of libraries and library systems. Each of the **Parties** will provide commercially reasonable assistance, information, and cooperation to each other **Party** to the extent necessary to meet the good-faith goals and objectives of the **Project** and this **MOU**. Notwithstanding, ALL SERVICES AND PRODUCTS HEREUNDER ARE PROVIDED BY EACH APPLICABLE PARTY "AS-IS" WITH NO WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EACH PARTY, ITS AGENTS, EMPLOYEES, AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THE PROJECT OR ANY SERVICES HEREUNDER, OR ARISING FROM ANY OF THE SUBJECT EQUIPMENT OR NETWORKS, AND WHETHER DUE TO THE NEGLIGENCE OF A PARTY OR OTHERWISE. THE PARTIES AGREE THAT THE SERVICES HEREUNDER COULD NOT BE PROVIDED WITHOUT THIS LIMITATION OF LIABILITY AND ALLOCATION OF RISK.

IX. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from (date) _____ to (date) _____.

Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

[insert name of Party A]

[insert name of Party B]

_____ Date

_____ Date

Adapted from USDA.gov - http://www.nal.usda.gov/fsn/Guidance/mou_example_final.pdf

DRAFT