

Wisconsin Public Library System Backup and Digitization Storage Collaboration Memorandum of Understanding

This is a Memorandum of Understanding (“**MOU**”) between collaborating Wisconsin public library systems, acting as individual systems, together with an established library system partnership, the Libraries and Enterprise Applications Nexus of Wisconsin (“**LEAN WI**”), and the South Central Library System (“**SCLS**”). Collectively, all the signatories to this MOU are referred to as the “**Parties.**”

The technology collaboration project (the “**Project**”) described in this **MOU** is a collaboration establishing a multi-site, enterprise-level server backup and digital artifact archive with integrated end user interface between multiple public library systems in Wisconsin. Signatory parties may participate in one or more aspects of this collaborative project, subject to the terms of this MOU.

Additional collaborative services and infrastructure may be added by addendum using the Public Library System Redesign (“**PLSR**”) Technology Workgroup report and PLSR Recommendation report as possible frameworks as well as future collaborative discussions or initiatives. Any such additional service will be subject to the terms of this MOU.

TERMS

Durability:

Except for any formal legal agreements already in force between the Parties, this **MOU** supersedes all prior agreements related to the Project, implicit or express, verbal or documented, established between any representatives of the **Parties.**

This **MOU** shall survive adjustments to the **LEAN WI** partnership including changes in membership, changes in fiscal agency, and dissolution.

Duration:

This **MOU** shall remain in effect until terminated or modified by the participating Parties. Additional services available to one or more Parties may be added by addendum to this base agreement.

Good Faith:

Within the scope of the **Project**, the **Parties** commit to:

- Work cooperatively to interconnect respective infrastructures as needed.
- Develop and maintain a viable operational plan meeting the collective needs of the **Parties.**
- Develop and work toward achieving lifecycle continuity planning beyond the first lifecycle.
- Develop an appropriate capacity growth model.
- Coordinate planning and efforts for scheduled maintenance.
- Coordinate support and recovery efforts for all unexpected issues.
- Develop a transparent form of shared governance and project development.
- Share all relevant fiscal reporting.
- Share a joint cost benefit report.

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-

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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.

Scope:

ASSETS: **SCLS** shall own shared assets for audit/insurance purposes and shall serve as fiscal agent (i.e., shall collect relevant payments) for the **Project**. **SCLS** shall clearly identify shared **Project** assets in the maintenance of asset tracking and financial records.

Initial shared assets shall consist of two Dell [[DD / ECS]] equipment sets.

CO-LOCATION: Each of **SCLS** and **LEAN WI** shall be responsible for providing appropriate facilities for its respective site (each, a “**Site**,” and collectively, the “**Sites**”; **SCLS** and **LEAN WI** are collectively referred to as “**Site Parties**,” individually a “**Site Party**”) including physical space, data transit capacity, power, and temperature management. The facilities or their components will not be considered joint assets for the purpose of the **Project**.

RIGHTS OF USE: The **Parties** will work in good faith to ensure that the rights of the **Parties** to access, manage, and maintain all **Project** assets and services shall be, to the extent practicable and subject to any applicable and reasonable security or confidentiality obligations, equivalent to the natural rights of ownership for the term of this **MOU** and all renewals.

Notwithstanding the foregoing, **LEAN WI** shall have priority of use and access for the Dell [[DD / ECS]] hosted at the **LEAN WI** Site and **SCLS** shall have priority of use and access for the Dell [[DD / ECS]] hosted at the **SCLS** Site.

EQUITY: Notwithstanding the variance in financial or other contributions from the **Parties** and all other stakeholders, the **Parties’** responsibility for the **Sites** shall operate as if each had an equal equity share in the **Project** assets, and all payments and allocations shall be in accordance with such an equal equity share.

CAPACITY GROWTH: The **Parties** agree to work in good faith to develop and adopt an equitable capacity growth model.

HUMAN RESOURCES: Each **Site Party** shall maintain staffing necessary for the maintenance and operation of the [[DD/ECS]] equipment, in a manner consistent with the applicable Party’s role.

Each **Party** shall maintain staffing necessary to ensure business continuity of the **Project**.

The **Parties** shall maintain a team consisting of appropriate staff from each **Party** to administer to the business and operations of the **Project** and to train new staff members of any **Party** who join the team. Reasonable and actual staff costs shall be considered an in-kind contribution as part of any cost formula development.

NEW PARTIES: The Parties agree to work in good faith to develop and adopt an equitable model enabling stakeholder systems to directly engage in maintenance, operations, or business continuity aspects of the **Project**.

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Fiscal Commitments:

Future fiscal commitments shall be determined by a mutually agreed upon cost formula approved by the **Parties**.

Withdrawal and Dissolution:

Individual **Parties** may withdraw from this **MOU** by providing a 12 month notice of intent to leave. If both **Site Parties** withdraw from this **MOU** after 5 years resulting in the dissolution of this **MOU**, the assets will be divided between the **Site Parties**. Any withdrawal by a **Site Party** prior to 5 years will result in the assets being assigned to another **Party** or particular Parties, but remaining subject to the terms of this **MOU**.

Agreement:

This **MOU** shall not be superseded in full or in part except by written agreement of **the Parties**.

We, the undersigned directors of the **Parties** hereby commit to this agreement, framing our joint technology project in the spirit of mutual benefit through resource sharing and collaboration.

NOW THEREFORE, in consideration of the terms herein contained, the **Parties** hereto agree to participate as described in this **MOU** and as follows:

The applicable **Parties** will provide services to the **Parties**, as selected by the individual **Parties** and their member libraries by having the system director or other authorized representative check and initial the appropriate box for services selected by the applicable **Party**.

Back-up Only Archival Storage Only Both Back-Up and Archival Storage

_____ Date: _____

Steve Platteter, Director
Arrowhead Library System

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_____ Date: _____

Karol Kennedy, Director
Bridges Library System

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_____ Date: _____

John Thompson, Director
IFLS Library System – LEAN WI

Back-up Only Archival Storage Only Both Back-Up and Archival Storage

_____ Date: _____

Barbara Brattin, Director
Kenosha Library System

Back-up Only Archival Storage Only Both Back-Up and Archival Storage

_____ Date: _____

Steve Ohs, Director
Lakeshores Library System

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_____ Date: _____

Rebecca Schadrie, Director
Manitowoc-Calumet Library System

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_____ Date: _____

Steve Hesel, Director
Milwaukee County Federated Library System

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_____ Date: _____

Kimberly Young, Director
Monarch Library System

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_____ Date: _____

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Tracy Vreeke, Director
Nicolet Library System

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_____ Date: _____

Sherry Machones, Director
Northern Waters Library Service - LEAN WI

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_____ Date: _____

Bradley Shipps, Director
Outagamie Waupaca Library System

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_____ Date: _____

Martha Van Pelt, Director
South Central Library System

Back-up Only Archival Storage Only Both Back-Up and Archival Storage

_____ Date: _____

David Kranz, Director
Southwest Wisconsin Library System

Back-up Only Archival Storage Only Both Back-Up and Archival Storage

_____ Date: _____

Kristen Anderson, Director
Winding Rivers Library System

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_____ Date: _____

Jeff Gilderson-Duwe, Director
Winnefox Library System

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_____ Date: _____

Marla Sepnafski, Director
Wisconsin Valley Library Service