

Memorandum of Understanding

This is a Memorandum of Understanding (“**MOU**”) between collaborating parties: Libraries and Enterprise Applications Nexus of Wisconsin partnership (“**LEAN WI**”) and South Central Library System (“**SCLS**”), collectively the “**Parties.**” **LEAN WI** comprises multiple Wisconsin public library systems sharing technology resources and operating under agreement, represented for the purposes of this **MOU** by its current fiscal agent: Wisconsin Valley Library Service (“**WVLS**”).

The joint Storage Area Network (“**SAN**”) project (the “**Project**”) described in this **MOU** is a collaboration establishing a multi-site enterprise level virtual server storage platform and operational partnership to serve the **Parties** and several Wisconsin public library systems.

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:

Except if it is extended by agreement of the **Parties**, this **MOU** shall expire at noon (Central Time) on June 28, 2024.

Good Faith:

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

- Work cooperatively to interconnect respective infrastructures as soon as feasible.
- 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.
- Review and adjust default capacity growth thresholds as appropriate.
- Coordinate planning and efforts for scheduled maintenance.
- Coordinate support and recovery efforts for all unexpected issues.
- 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-INFRINGEMENT. EACH PARTY, ITS AGENTS, EMPLOYEES, AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY DIRECT,

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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 Storage SC5020 units as configured in Dell Purchase ID 2006752208954, **SCLS** Purchase Order 19-074.

CO-LOCATION: Each **Party** shall be responsible for providing appropriate facilities for its respective site (each, a “**Site**” and collectively, the “**Sites**”) including physical space, data transit capacity, power, and temperature management. The facilities or their components shall 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 **SAN** 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 SC5020 hosted at the **LEAN WI** Site, and **SCLS** shall have priority of use and access for the Dell SC5020 hosted at the **SCLS** Site.

EQUITY: As equally vested stakeholders, the **Parties** shall each have a fifty percent (50%) equity share in the **Project** assets.

CAPACITY GROWTH: Except if the **Parties** agree to desist, an action for capacity increase shall be triggered when less than ten percent (10%) usable capacity is available in the **SAN**. If a **Party** was consuming on average greater than fifty-five percent (55%) of the total usable capacity of the **SAN** for a period of 30 days or more at such time as an automatic capacity increase becomes necessary, that **Party** shall be responsible for the cost to increase capacity by the minimum necessary to ensure ten percent (10%) of total usable capacity is available. While each **Party** is consuming less than or equal to fifty-five percent (55%) of the total usable capacity of the **SAN** the cost shall be shared equally to increase capacity by the minimum necessary to ensure ten percent (10%) of total usable capacity remains available. Either **Party** may offer to pay for a capacity increase at any time, though the **Parties** must each agree to the action. The foregoing are general guidelines and the **Parties** will in any event seek to allocate costs fairly and in good faith, and to deviate from the foregoing if good faith or the situation reasonably so requires.

HUMAN RESOURCES: Each **Party** shall maintain staffing necessary for the maintenance and operation of the **SAN**.

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

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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 either **Party** who join the team.

NEW PARTIES: New parties shall not become involved as equity holders in the **Project** except by agreement between the **Parties**. Either **Party** may engage new partners without altering equity shares.

Commitments:

LEAN WI shall make available and maintain one physical location (the "**Northern Site**") suitable for the **SAN** equipment.

SCLS shall make available and maintain one physical location (the "**Southern Site**") suitable for the **SAN** equipment.

SCLS shall be responsible for the procurement of capital including initial equipment for deployment and equipment required for future capacity increases, subject to the terms of this MOU.

LEAN WI shall have full rights of use for the **SAN** equipment in exchange for financial considerations, including considerations related to other MOUs, collaborative projects, maintenance efforts, and management efforts.

Withdrawal and Dissolution:

Either **Party** may withdraw from the **Project** at any time, leaving all shared assets with the remaining **Party**.

The **Parties** may agree to dissolve the **Project** and divide shared assets by equity shares or some other agreed formula.

Understanding:

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

We, by the undersigned authorized representative of **LEAN WI** (IFLS Library System, Northern Waters Library Service, and Wisconsin Valley Library, together with any future members) and **SCLS** do hereby commit to this friendly agreement, framing our joint Storage Area Network project in the spirit of mutual benefit through resource sharing and collaboration.



Date: 8/28/2020

Vicki Teal Lovely
Technology Services Coordinator
South Central Library System

_____ Date: _____
Joshua Klingbeil
CIO
LEAN WI