

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

This is a Memorandum of Understanding (“**MOU**”) between the South Central Library System (“**SCLS**”) and an established library system partnership, the Libraries and Enterprise Applications Nexus of Wisconsin (“**LEAN WI**”) comprising IFLS Library System, Northern Waters Library Service, and Wisconsin Valley Library Service.

The technology collaboration project (the “**Project**”) described in the Wisconsin Public Library System Backup and Digitization Storage Collaboration participation **MOU** (the “**Participation MOU**”, attached) 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 referred to as the “**Parties**” therein and the “**Participants**” herein. SCLS and LEAN WI, each a “**Site Party**” herein (collectively the “**Site Parties**”), are similarly referred to as **Site Parties** in the **Participation MOU**.

TERMS

Durability:

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

Good Faith:

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

- Work cooperatively to interconnect respective infrastructures as needed.
- Develop and maintain a viable operational plan meeting the collective needs of the **Site Parties** and the **Participants**.
- 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.
- Share all relevant fiscal reporting.
- Share a joint cost benefit report.

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

Each **Site Party** 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 **Site Party** will provide commercially reasonable assistance, information, and cooperation to each other **Site 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 **Site 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 **Site 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 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 **Site Partner** 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 will not be considered joint assets for the purpose of the **Project**.

RIGHTS OF USE: The **Site Parties** will work in good faith to ensure that the rights of the **Site Parties** and the rights of the **Participants** 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. Public libraries will access services through their respective library systems.

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 **Site Parties**, **Participants**, and all other stakeholders, the **Site Parties’** and the **Participants’** responsibility for the **Sites** shall operate as if each had an equal equity share in the **Project** assets.

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

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

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 **Site Party's** role.

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

The **Site Parties** shall maintain a team consisting of appropriate staff from each **Site Party** and from the **Participants** as feasible to administer to the business and operations of the **Project** and to train new staff members of any **Site Party** or of the **Participants** who join the team.

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

Withdrawal and Dissolution:

Individual **Site Parties** may withdraw from this **MOU** by providing a 12 month notice of intent to leave. If all **Site Parties** withdraw from this **MOU** after 5 years resulting in the dissolution of this **MOU**, ownership of the assets will be divided equally between the **Site Parties**. Any withdrawal by a single **Site Party** while this **MOU** is in effect will result in that **Site Party's** assets being assigned to another **Site Party** and remaining subject to the terms of this **MOU**.

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

Agreement:

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

We, the undersigned authorized representatives of the **Site 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 **Site Parties** hereto agree to participate as described in this **MOU** and as follows:

The applicable **Site Parties** will provide full services to each other and services to the Participants as selected individually in the **Participation MOU**.

 Date: 6-7-2021

Joshua Klingbeil Dep Director (WVLS) on behalf of the LEAN WI Partnership comprising: IFLS Library System, Northern Waters Library Service, and Wisconsin Valley Library Service, acting as a **Site Party** and operating as a single, federated **Party** for the purposes of the **Project**.

 Date: 6/4/2021
Martha Van Pelt, Director
South Central Library System