



## MOBIUS Policy on Charges for Non-Core Services and Products

**Created by:** MOBIUS Task Force on Core Services and Products

**Adopted by MOBIUS Board of Directors:**

**Revised:**

**Replaces:** New

### 1. Purpose of the policy.

To define categories of non-core, or non-routine, services and products, the costs of which are not included in annual membership fees or assessments, and for which separate fees may be assessed.

### 2. Introduction.

According to section 2:4 of the *MOBIUS Bylaws*, the requirements for membership in MOBIUS include, but are not limited to, 1) maintaining a collection of information resources; 2) sharing, to the extent legally possible, the collection with other MOBIUS members; 3) paying the appropriate dues as established by the Board of Directors; and, 4) paying any other fees assessed for products and services provided.

The *MOBIUS/Member Service Level Agreement* outlines specific services, priorities, and responsibilities related to the provision of services and products included in MOBIUS annual membership fees and assessments.

However, there are often circumstances when a single library, or group of libraries, may desire that MOBIUS act on their behalf to acquire, license, host, or manage products and/or provide services that are considered to be non-routine, or are not acquired by and do not benefit all members. Such products and services are therefore not included in the annual fees paid by all members for membership in MOBIUS and participation in the MOBIUS Union Catalog. The fees for such non-core products or non-routine services are identified in *MOBIUS Schedule of Charges*.

### 3. Limits.

The MOBIUS Board of Directors and the staff of the MOBIUS Consortium Office (MCO) are committed to delivering quality customer service and effective technological solutions in support of the organization's mission and goals. However, MOBIUS reserves the right to limit, postpone, or deny member requests for non-core services and products when warranted by limited staff resources, competing demands, or conflicting priorities.

### 4. Submission of Requests.

MOBIUS encourages members to confer with the MOBIUS Executive Director **before** acquiring or licensing products which MOBIUS will be asked to host or manage or for which MOBIUS will be asked to provide data output.

Requests for non-core services and products must be submitted through the MOBIUS Help Desk.

**5. ~~Definition of Non-Core Products.~~**

~~Non-core products are generally defined as products acquired, licensed or requested by a single library or discrete group of libraries or acquired or licensed by MOBIUS on behalf of a single library or discrete group of libraries. Such products are intended for use only by the library or group of libraries requesting or acquiring them. Costs of acquisition, implementation or maintenance of such products are charged only to the requesting library or libraries. The extent to which a library is charged by MOBIUS for a non-core product depends on the extent of MOBIUS' involvement in the acquisition or support of the non-core product.~~

~~For such non-core products, a library may, depending on the product, 1) acquire, install, manage, and maintain the product itself; 2) request that MOBIUS do some or all these tasks for the library or, 3) contract with a third-party to do some or all these tasks for the library. Use of a non-core product may also require that a library request single time and/or ongoing data output from MOBIUS for which MOBIUS charges separate fee(s). An example of a non-core product is a self-checkout system.~~

**5.6. Definition of Non-Core Services.**

Non-core services are generally defined as services requested from MOBIUS by a single library or discrete group of libraries, the benefit(s) of which will be accessible only to the requesting library(ies).

An example of non-core service requested by a single library or group of libraries is a request to modify existing data, such as a request to redesign data displays in a local or cluster catalog.

~~Another example is a request to modify record load tables.~~ Another third example is a request by a single library or group of libraries for a data load to local or cluster systems hosted or managed by MOBIUS for items that the requesting library(ies) chooses not to contribute to the Union Catalog.

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~~In general, if a product improves a member library's workflow or access to information for its patrons, but doesn't benefit the Union Catalog, the product is considered a non-core product.~~

**6. ~~Definition of Non-Core Products.~~**

~~Non-core products are generally defined as products acquired, licensed or requested by a single library or discrete group of libraries or acquired or licensed by MOBIUS on behalf of a single library or discrete group of libraries. Such products are intended for use only by the library or group of libraries requesting or acquiring them. Costs of acquisition, implementation or maintenance of such products are charged only to the requesting library or libraries. The extent to which a library is charged by MOBIUS for a non-core product depends on the extent of MOBIUS' involvement in the acquisition or support of the non-core product.~~

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For such non-core products, a library may, depending on the product, 1) acquire, install, manage, and maintain the product itself; 2) request that MOBIUS do some or all these tasks for the library or, 3) contract with a third-party to do some or all these tasks for the library. Use of a non-core product may also require that a library request single-time and/or ongoing data output from MOBIUS for which MOBIUS charges separate fee(s). Examples of non-core products are self-checkout systems, "discovery" tools, or access via mobile devices.

intended for use only by patrons of the requesting library(ies), such as record loads for e-books acquired in sets and accessible only to the subscribing library(ies).

#### 7. When Charges Apply.

In general, charges apply only when ever a non-core servicetask or product is requested by a member library or group of libraries. ~~ject requires 15 minutes or longer to complete.~~ The estimate of time, and whether charges apply, required to complete a task or project is determined by the MOBIUS Executive Director, or designee, in consultation with MOBIUS Consortium Office (MCO) staff. If a time estimate exceeds two houcharges applies, a quote the MOBIUS Executive Director will prepare a quote or contract for services is prepared and submitted it to the member library(ies) within 30 days of the date of the request. A quote is always provided for a non-core product. A member will be charged for the entire time required to complete the task or project. The quote must be signed by a representative of the member organization and returned to the MOBIUS Executive Director before any work commences on the task or project. The quote will include a quotation number, a description of the goods provided or the scope of work, all pertinent fees, completion date(s), terms of payment, and the appropriate signatures.

The following types of activities are considered when calculating the estimate of time required to complete a task or project and the resulting fee(s) to be included in a quote or contract for service. Note that not every task or project will include every activity listed. Also, the MOBIUS Executive Director, or designee, will deduct a reasonable amount of time from an estimate to allow for a "learning curve" when MCO staff are working on a task or project for the first time.

- a) Analysis
- b) Design
- c) Specification Development
- d) Data Processing/Loading
- e) Programming/Scripting
- f) Testing
- g) Documenting
- h) Data Preparation
- i) Data Output
- j) Computer/Telecommunication Resources
- k) Communication
- l) Administrative Oversight
- m) Follow-up/Evaluation



#### MOBIUS Policy on Charges for Non-Core Services and Products

**No charges apply when it is determined by MOBIUS that specific actions are required to correct an error on the part of MCO staff, a vendor, or the cause of the error is unknown.**

**8. Proprietary Software.**

MOBIUS cannot make changes to proprietary software licensed from vendors. However, MOBIUS, with input from its members, does participate in providing input to vendors about enhancements to specific software products.

DRAFT 4

## 1. Introduction

This is a Service Level Agreement between MOBIUS, a nonprofit corporation in the state of Missouri, and [member name]. For organizations which were members of MOBIUS prior to July 1, 2010, this document replaces the original *Memorandum of Understanding* or the *Cooperating Partner's Agreement*, and the *MOBIUS Service Policy Agreement* (dated February 26, 1999).

Service Provider:

MOBIUS  
3212A Lemone Industrial Blvd.  
Columbia, MO 65201  
877-366-2487 Voice (Toll-free in Missouri) 541-264-7006 Fax  
<http://mobiusconsortium.org/help-desk>

Member:

[Name]  
[Address]  
[phone number]

## 2. Scope

MOBIUS, a nonprofit corporation in the state of Missouri, licenses software products, negotiates contracts, and provides services on behalf of member libraries in support of efficient library operations and cost-effective sharing of library resources. The MOBIUS Board of Directors and the staff of the MOBIUS Consortium Office (MCO) are committed to delivering quality customer service and effective technological solutions in support of the organization's mission and goals. To ensure the best possible support, this Service Level Agreement outlines specific services, priorities, and responsibilities related to the provision of services and products included in MOBIUS membership fees and assessments.

This document is intended for use in conjunction with any additional and separate agreements that may exist between MOBIUS and the member library for specific services or products outside the scope of this document. MOBIUS encourages members to confer with the MOBIUS Executive Director when acquiring or licensing products which MOBIUS will be asked to host or manage or for which MOBIUS will be asked to provide data output.

This Service Level Agreement is subject to modifications in response to changes in technology and accompanying changes to service and support needs. Any changes to this agreement must receive approval from the MOBIUS Board of Directors prior to implementation. Members will receive notification of any changes within sixty days of approval by the Board.

Please also see the following related documents: *MOBIUS Policy on Charges for Non-core Services and Products* and *MOBIUS Schedule of Charges*.

### 3. Terms

The initial term of this Service Level Agreement between MOBIUS and [member name] covers the period [ ], 2010 through June 30, 2011. Thereafter, it is renewed automatically on July 1<sup>st</sup> of each year unless a member resigns its membership in MOBIUS according to the provisions of Section 2:18 of the version of the *MOBIUS Bylaws* in effect at the time of resignation. Upon such resignation, this agreement is terminated.

4. **Systems Software Provided** – MOBIUS licenses software and operates a combined catalog (the MOBIUS Union Catalog) of all member libraries' holdings to promote resource sharing among members. For some members, MOBIUS also licenses software to provide catalogs of discrete library(ies) holdings, as well as library management systems that include functions such as catalog record creation, circulation transactions, acquisitions transactions, inventory control, etc. Local systems may be hosted on MOBIUS-managed hardware or may be operated and managed by a single library or group of libraries and connected to the MOBIUS Union Catalog through software managed by MOBIUS.

5. **Systems Services Provided** – MOBIUS provides, or contracts to provide, the following services in support of member library operations. Such services apply to the operation and maintenance of the MOBIUS Union Catalog, as well as all other servers, services, or computer systems hosted or managed by MOBIUS, unless otherwise specified in a separate agreement.

#### 5.1. Availability

All systems will be available to users 24 hours per day, 7 days per week, 52 weeks per year, except during the system maintenance window of Sundays from midnight to 5:00 am. In the event that it is necessary to schedule non-maintenance downtime on a MOBIUS system for any reason, MOBIUS will inform affected members as far in advance as possible, but no less than 48 hours, except in the case of an emergency over which MOBIUS has no control. In the case of unscheduled downtime, MOBIUS will inform members of the problem and the expected time of resolution as soon as possible using the most appropriate form of communication.

#### 5.2. Environment

MOBIUS will ensure that all computer hardware is located in an appropriate environment that includes backup power, air conditioning, and network capacity, and that all appropriate security measures are in place to ensure that hardware, software, and data are protected from all threats, both physical and electronic. Such measures include, but are not limited to, intrusion detection, virus scanning, and data backup procedures. MOBIUS also ensures that appropriate disaster recovery guidelines and procedures are in place in the event of a disaster of any kind.

#### 5.3. Monitoring

Basic operational monitoring and periodic testing of systems for proper functioning is provided for all systems operated and managed by MOBIUS. A monitoring system contacts the on-call operations manager when error conditions or security issues are detected.

**5.4. Hardware**

MOBIUS acquires, installs, and maintains all computer hardware, such as servers, for systems it hosts or manages. MOBIUS also replaces all servers on a rotating basis, selects new or replacement hardware, maintains an inventory of hardware, and manages hardware warranties.

**5.5 Software Maintenance**

MOBIUS performs, or contracts to be performed, routine software maintenance tasks required to ensure maximum operational efficiency of all systems and products hosted or managed by MOBIUS. New software releases to systems are installed in as timely a manner as possible with appropriate prior communication with participating member libraries. Testing for software updates and new software products is conducted by MOBIUS prior to implementation.

**5.6. Routine Data File Updates and Maintenance**

MOBIUS performs routine data file maintenance for systems it hosts or manages. This is generally done during normal working hours (8:00 am-5:00 pm) when system resources are available. The cost of routine maintenance operations is included in member assessment fees and includes all record data loads and accompanying authority processing for records loaded to the MOBIUS Union Catalog. For a list of routine maintenance operations, see the MOBIUS web site at <http://mobiusconsortium.org/maintenance-operations>. ~~For information on non-routine maintenance operations or changes to existing data, displays, profiles, etc., please see the MOBIUS Policy on Charges for Non-core Services and Products.~~

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**6. Non-Core Services and Products** - However, there are often circumstances when a single library, or group of libraries, may desire that MOBIUS act on their behalf to acquire, license, host, or manage products and/or provide services that are considered to be non-routine, or are not acquired by and do not benefit all members. Such products and services are therefore not included in the annual fees paid by all members for membership in MOBIUS and participation in the MOBIUS Union Catalog. The definitions of non-core services and products are provided in MOBIUS Policy on Charges for Non-Core Services and Products; fees for such non-core services or products are identified in MOBIUS Schedule of Charges.

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**7. Help Desk** – MOBIUS operates a Help Desk to receive and resolve reports of problems affecting all of the systems hosted or managed by MOBIUS, including the MOBIUS Union Catalog. When a problem is reported, Help Desk staff record and analyze the problem, take action to resolve it, and provide updates on the status of its resolution as necessary. MOBIUS uses an automated system for tracking and managing reported problems and provides access to information from this system to staff at member organizations. Requests for service or assistance are also entered into the same system for attention by MOBIUS Consortium Office staff.

Help Desk Hours of Operation  
Monday- Friday, 8:00 am-5:00 pm, Central time  
(Closed during posted holidays)

Contact the Help Desk

Phone: 877-366-2487 (Voice)

Email: [help@mobiust Consortium.org](mailto:help@mobiust Consortium.org)Web: <http://mobiust Consortium.org/help-desk>EMERGENCY Contacts (level 1 severity only)

Phone: 877-366-2487 (Press 2)

[help+emergency@mobiust Consortium.org](mailto:help+emergency@mobiust Consortium.org)

Help Desk staff make every effort to resolve a problem or satisfy a request as soon as possible. Priorities are assigned by Help Desk staff depending on the severity of the problem, the severity or complexity of other pending problems, and the time/date a report or request is received.

Problem Severity	Initial Response Time
Level 1 – Normal Business Hours	Within 30 minutes of notification 100% of the time
Level 1- Off hours	Within 1 hour of notification 95% of the time
Level 2 – Normal Hours	Within 3 hours of notification 100% of the time
Level 3 – Normal Hours	Within 1 working day 100% of the time

Follow-up frequency is determined with customer input.

Severity Level 1 – Major impact – defined as a problem that causes complete loss of service to the production environment and work cannot reasonably continue. Such a problem generally results in a large number of users who cannot access the system and critical functionality is not available.

Severity Level 2 – Significant impact – defined as a problem when processing can proceed but performance is significantly reduced and/or operation of the system is severely limited; some functionality may be unavailable.

Severity Level 3 – Minor or no impact – defined as a problem that causes minimal or no loss of service or functionality, is an error for which a workaround is available, is a software enhancement, or is a documentation error.

**87. Training** - MOBIUS provides multiple training opportunities:

- Complete training for each module in new system implementations;
- Training for staff in current member organizations when justified by collective demand;
- Training for new software releases when the size or complexity of the release warrants it;
- Computer-based training, such as mini-sessions, intended primarily to refresh knowledge;
- Training by vendors, coordinated by MOBIUS, to support products licensed by MOBIUS;
- Sessions provided by MOBIUS staff or staff from member organizations at conferences.



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- | **98. Documentation** – MOBIUS provides documentation for use with the systems, ~~including it supports when such~~ documentation ~~is available~~ from the system vendor ~~when available~~. Documentation, or links to documentation, is provided on the MOBIUS web site.
- | **109. Network Connectivity** – MOBIUS contracts for network connectivity to all the computer hardware used to support the systems it hosts or manages as well as for network connectivity for the MOBIUS Consortium Office. However, network connectivity from member locations to the Internet are the responsibility of each member. MCO staff will assist members in troubleshooting network connectivity issues but it is ultimately the responsibility of the member to resolve all issues with its Internet Service Provider (ISP) and the network administrator of its local or wide area network.
- | **110. Delivery Service** – MOBIUS contracts for the delivery of library materials to each member library on a daily business basis (Monday through Friday) all year. The main library of each member organization participates in the delivery service as evidence of its commitment to resource sharing. The cost of the delivery service for the main library is included in the annual MOBIUS fee, unless the member qualifies for delivery service through the Missouri State Library. A member may request additional delivery stop(s) at additional location(s) within its organizational structure for additional fee(s). Such additional delivery stops may be five days a week or fewer with the cost pro-rated. MOBIUS posts on its web site the day(s) each library is closed as notification that library items will not be delivered or picked up on specific day(s) at that specific location.
- | **121. Communication** – In order to provide timely and useful information and promote member satisfaction, MOBIUS is committed to multiple avenues of effective communication. MOBIUS maintains an extensive web site at <http://mobiusconsortium.org> which includes *MOBIUS Bylaws*, policies, procedures, user documentation, member lists, committee meeting agendas and minutes, etc. MOBIUS also maintains multiple distribution lists, arranges and supports member meetings both in-person and electronically, provides email updates, and publishes an annual report and newsletter. As resources are available, MOBIUS sponsors an annual conference.
- | **132. Statistics** – MOBIUS provides a lending/borrowing statistical report which is posted to the MOBIUS website monthly.
- | **143. Member Responsibilities - Members are responsible for:**
  - a) Paying all fees and assessments in a timely manner
  - b) Complying with *MOBIUS Bylaws* and all policies and procedures as found on the MOBIUS web site
  - c) Participating in the consortium delivery service to support resource sharing
  - d) Acquiring local computer hardware with sufficient capabilities to conduct library operations from MOBIUS hosted or managed systems
  - e) Acquiring network connectivity from the member location(s) to the Internet, including access through a firewall
  - f) Communicating with MOBIUS **before** acquiring or licensing products which MOBIUS will be asked to host or manage or for which MOBIUS will be asked to provide data output

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- g) Communicating with the MOBIUS Help Desk concerning a problem or enhancement of MOBIUS hosted or managed vendor products
- h) Providing as much information as possible about a problem when contacting the MOBIUS Help Desk for problem resolution
- i) Maintaining and securing local system authorizations
- j) Updating local data files from reports generated by MOBIUS data processing activities, such as local authority control processing
- k) Notifying MOBIUS when a library is closed and unable to send or receive materials from other libraries
- l) Providing required interlibrary lending and borrowing statistics on a monthly basis.

- 154. Remedy** – Should a member organization determine that MOBIUS is not meeting the terms of this agreement, the member agrees to follow the course of action listed below:

First, contact the MOBIUS Executive Director via phone, email, or in writing and describe, in detail, the source(s) of dissatisfaction or deficiency. If, within thirty days of contacting the MOBIUS Executive Director, the member is not satisfied, the member should,

Second, describe the deficiency in an official letter addressed to the Executive Director of MOBIUS, with a copy sent to the President of the MOBIUS Board of Directors. If, within sixty days of writing this letter, the member is not satisfied, the member should,

Third, submit a request in writing to the MOBIUS Board of Directors for formal dispute resolution services from the Center for the Study of Dispute Resolution at the University of Missouri, School of Law.

- 165.** Should the MOBIUS Board of Directors determine that a member is not meeting the terms of this agreement, or other terms of membership, the Board may take action as identified in Section 2:19 of the *MOBIUS Bylaws*.

APPROVED AND ACCEPTED:

For [Member name]

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

For MOBIUS

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: MOBIUS Executive Director

DRAFT 5

Created by: MOBIUS Task Force on Core Products and Services

Adopted by MOBIUS Board of Directors:

Revised:

Replaces: New

**1. Introduction.**

This schedule of charges includes the following:

- a) Fees for non-core services and products that are not included in MOBIUS annual membership fee and assessments
- b) Fees for services and products available to non-members
- c) Fees for new members of MOBIUS

**2. Non-Core Services**

a) Definition - Non-core services are generally defined as services requested from MOBIUS by a single library or discrete group of libraries, the benefit(s) of which will be accessible only to the requesting library(ies).

b) Minimum Fee – A minimum fee of \$25.00 is charged for non-core services.

c) Time Estimates - In general, charges apply only when a task or project requires 15 minutes or longer to complete. The estimate of time, and whether charges apply, is determined by the MOBIUS Executive Director, or designee, in consultation with MOBIUS Consortium Office (MCO) staff. A quote or contract for services is If charges apply, the MOBIUS Executive Director will prepare a quote or contract for services and submit it to the requesting member library(ies) within 30 days of the date of the request. A member is will be charged for the entire time required to complete the task or project.

d) All time estimates are based on a rate of \$50.00 per hour with a \$50.00 minimum.

**3. Non-Core Products**

a) Definition - Non-core products are generally defined as products acquired, licensed or requested by a single library or discrete group of libraries or acquired or licensed by MOBIUS on behalf of a single library or discrete group of libraries. Such products are intended for use only by the library or group of libraries requesting or acquiring them. Costs of acquisition, implementation or maintenance of such products are charged only to the requesting library or libraries. The extent to which a library is charged by MOBIUS for a non-core product depends on the extent of MOBIUS' involvement in the acquisition or support of the non-core product.

b) A quote or contract for core products is prepared and submitted to the requesting member library(ies) within 60 days of the date of the request. Note that this timeframe may be delayed when MOBIUS is negotiating with a vendor on behalf of the member library(ies); in such cases, the quote or contract may be delayed by the vendor.

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~~b) Cost is based on individual quote with an initial \$250.00 (?) setup fee.~~

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#### 4. **WebPAC Credits**

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- a) Member institutions requesting WebPAC work other than bug fixes or minor changes (<15 minutes) will receive a quote before any work begins.
- b) To encourage and enable ongoing WebPAC improvements, each member will receive 9 WebPAC credits at the beginning of each fiscal year. Each credit is worth 1 hour of MCO time to work on WebPAC tasks. Credits do not "roll over" - each year the total number of WebPAC credits will be reset to 9.
- c) Quotes for WebPAC work will include the number of WebPAC credits available and indicate the balance remaining.
- d) Credits may be shared among any number of members joint-requested work; i.e., cluster catalog redesign.

#### 5. **Additional Delivery Stops**

The cost of the delivery stop to the main library is included in the membership fee for each member. However, a member may request additional delivery stops at 5 or fewer days per week at additional locations, such as branch libraries. All of the following fees are based on the number of delivery stops per week for an entire year, exclusive of national holidays and library-determined closures.

5 stops per week	\$3,563
4 stops per week	\$2,850
3 stops per week	\$2,138
2 stops per week	\$1,425
1 stop per week	\$ 713

#### 6. **New Member Implementation**

- a) Implementation & Training for a new Member Library - \$5,000 – Includes system implementation and training a new member for circulation, cataloging, the OPAC, and MOBIUS Union Catalog (INNReach). This fee is in addition to any costs associated with software licensing from the vendor. A separate MOBIUS/Member contract is required. Additional module implementations will incur additional charges.
- b) Implementation & Training for a new Innovative module – A quote will be provided for the implementation of a new Innovative Interfaces, Inc. module based upon the number of hours involved to implement and train the requesting library.
- c) Implementation & Training for a new standalone system - A fee of \$1500 will be charged to implement and train a new standalone system for participation in the MOBIUS Union Catalog (INNReach).

DRAFT 2