**1. Introduction**

 This is a Standalone Member Service Level Agreement between MOBIUS, a nonprofit corporation in the state of Missouri, and the NAME OF LIBRARY.

 Service Provider:

 MOBIUS

 111 East Broadway, Suite 220

 Columbia, MO 65203

 877-366-2487 Voice (Toll-free in Missouri) 541-264-7006 Fax

 Member:

 St. Louis County Library District

 1640 S. Lindbergh

 St. Louis, MO 63131-3598

 (314) 994-3300

**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 MOBIUS staff 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 members must consult 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.

 The examples given in this document are intended to provide clarity but are not necessarily all-inclusive or comprehensive.

 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 (60) days of approval by the Board. In the event that a member objects to any such changes which materially modify the member’s rights and obligations under this Service Level Agreement, the member may terminate this Service Level Agreement upon written notice to MOBIUS within thirty (30) days of notification of any changes. Such termination shall be effective as of June 30 following the notice of termination.

**3. Terms**

 This Service Level Agreement between MOBIUS and NAME OF LIBRARY shall renew automatically on July 1st 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. **Payment**

 MOBIUS members are required to pay their annual membership and assessment fee thirty (30) days after it is issued on July 1 of each year. The annual membership and assessment fee algorithm is approved by the membership and is meant to support the operating costs of the MOBIUS office. The MOBIUS Board of Directors approves the budget in October and the membership and assessment dues for the following year are distributed to the Directors at the Fall meeting. NAME OF LIBRARY shall be responsible for membership and assessment fees commencing July 1, 20 . Prior to that, NAME OF LIBRARY shall pay the Inn-Reach License Fee, Inn-Reach Implementation Fee, and MOBIUS Implementation Fee set forth in the quote previously provided and attached hereto.

**5. Systems Software Provided**

MOBIUS shall license the INN-Reach software from Innovative Interfaces which operates a combined catalog (the MOBIUS Union Catalog) of member libraries’ holdings to promote resource sharing among members. MOBIUS warrants to NAME OF LIBRARY that the software, Union Catalog, and other systems used in accordance with this Service Level Agreement do not infringe the copyright or any other proprietary or intellectual property rights of any person. MOBIUS further warrants that it owns and has the right to make available the software, Union Catalog, and other systems to NAME OF LIBRARY.

**6. Systems Services Provided**

MOBIUS shall provide, or contract to provide, the following services in support of member library operations. Notwithstanding anything to the contrary herein, as to all third parties with which MOBIUS subcontracts to provide services under this Service Level Agreement, MOBIUS shall be responsible for the performance of such subcontractors. 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.

**6.1. Availability**

All systems shall be available to users 24 hours per day, 7 days per week, 52 weeks per year, except during scheduled system maintenance times. In the event that it is necessary to schedule downtime on a MOBIUS system for any reason, MOBIUS shall 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 shall inform members of the problem and the expected time of resolution as soon as possible using the most appropriate form of communication.

**6.2. Environment**

 MOBIUS shall contract with Innovative Interfaces for hosting all affiliated servers, including INN-Reach.

**6.3 Software Maintenance**

MOBIUS shall perform, or contract to be performed, routine software maintenance tasks required to ensure maximum operational efficiency of all systems and products hosted or managed by MOBIUS. MOBIUS shall install, or contract to install new software releases to systems in as timely a manner as possible with appropriate prior communication with participating member libraries. MOBIUS shall conduct, or contract to conduct, testing for software updates and new software products prior to implementation.

**6.4. Services and Products**

**These services and products are subject to change.**

* + Member patron initiated access to almost 30 million items in the MOBIUS Union Catalog
	+ Member patron initiated access to another 30 million items in the Prospector Union Catalog. The MOBIUS Union Catalog has a direct connection to the Prospector Catalog which has about 30 libraries including the Denver Public Library.
	+ A pick-up anywhere option which allows member patrons to pick up their holds at any MOBIUS member library location.
	+ A courier system that delivers to all MOBIUS libraries, a connection to MALA public libraries, a connection to over 300 libraries in Colorado, and a connection to Trans-Amigo Express libraries in Texas, Oklahoma, Arkansas, and New Mexico. MOBIUS also manages the courier system in Iowa so a connection to about 50 libraries is included.
	+ MOBIUS offers discounts on multiple electronic resources and ebooks.
	+ A discount on an ebook package from EBSCO that includes over 200,000 titles.
	+ Free attendance to the annual MOBIUS Conference which is primarily funded through a LSTA grant. Top executives from Innovative Interfaces attend this conference giving members easy access not normally available.

**7. Help Desk**

MOBIUS shall operate 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, MOBIUS Help Desk staff shall record and analyze the problem, take action to resolve it, and provide updates on the status of its resolution as necessary. MOBIUS shall use an automated system for tracking and managing reported problems and provide access to information from this system to staff at member organizations. MOBIUS staff shall enter requests for service or assistance into the same system for attention by MOBIUS 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@mobiusconsortium.org

Web:<http://mobiusconsortium.org/help-desk>

EMERGENCY Contacts (level 1 severity only)

Phone: 877-366-2487 (Press 2)

help+emergency@mobius consortium.org

 Help Desk staff shall make commercially reasonable efforts to resolve a problem or satisfy a request as soon as possible. Priorities shall be 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.

Because members have different expectations regarding response to resolution, follow-up frequency is determined with customer input.

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| **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 |

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.

**8. Training**

MOBIUS shall provide training on all products or modules that are included in the contract held by the MOBIUS office. Training is done on-demand and often one on one. Training may be done with a group, a new staff member, and at the library’s location. There are no extra charges for training. It is part of your membership.

**9. Documentation**

Documentation, or links to documentation, is provided on the MOBIUS website when available.

**10. Network Connectivity**

MOBIUS shall contract 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 office. However, network connectivity from member locations to the Internet are the responsibility of each member. MOBIUS staff shall 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.

**11. Delivery Service**

Each member library is responsible for the delivery of library materials to and from MOBIUS libraries on a daily business basis (Monday through Friday). Exceptions may be made for out-of-state member libraries. MOBIUS contracts for the delivery of Missouri library materials to each member library on a daily business basis (Monday through Friday) all year other than holidays. The main library of each member organization participates in the delivery service as evidence of its commitment to resource sharing. It is preferred that Missouri library members participate in the MOBIUS courier system 5 days per week. A connection with TAE and CLiC couriers are included with membership, as well as a connection with MALA. It is understood that delivery partnerships can change at any time.

**12. Communication**

In order to provide timely and useful information and promote member satisfaction, MOBIUS is committed to multiple avenues of effective communication. MOBIUS shall

maintain an extensive website, which shall include items such as *MOBIUS Bylaws*, policies, procedures, user documentation, member lists, committee meeting agendas and minutes. MOBIUS shall also maintain multiple distribution lists, arrange and support member meetings both in-person and electronically, provide email updates, and publish an annual report. As resources are available, MOBIUS shall sponsor an annual conference.

**13. Statistics**

MOBIUS shall provide a lending/borrowing statistical report which is posted to the MOBIUS website monthly.

**14. 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 updated found on the MOBIUS website

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

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) Notifying MOBIUS when a library is closed and unable to send or receive materials from other libraries

k) Providing required interlibrary lending and borrowing statistics upon request.

l) Pay for any exit services for the removal of the library from the INN-Reach server to the MOBIUS Office.

**15. Dispute Resolution**

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.

To the extent no resolution is reached through this process, the parties hereto consent to the exclusive jurisdiction of courts situated in the County of Boone, Missouri or, if a separate basis for federal court jurisdiction exists, a federal court located in the City of St. Louis, Missouri (closest federal court) in any action arising under this Agreement.

**16. Noncompliance**

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*.

**17. Compliance with Laws**

This Service Level Agreement shall be construed according to the laws of the State of Missouri, without application of its conflict of laws provisions. This Service Level Agreement will be deemed to have been executed and performed in Boone County, Missouri. When carrying out their respective obligations under this Service Level Agreement, both parties shall comply with all applicable federal, state, county, and local laws, ordinances, statutes, codes, rules and regulations.

APPROVED AND ACCEPTED:

For NAME OF LIBRARY

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

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

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

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

For MOBIUS

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

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

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

Title: MOBIUS Executive Director

Adopted by MOBIUS Board of Directors 12/19/2018