



BCLibraries
COOPERATIVE

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SERVICE MANAGEMENT AGREEMENT

This Service Management Agreement (SMA) defines the BC Libraries Cooperative's (Co-op or Co-op's) processes for governance and includes the Service Schedules for each of the Optional Services available through the Cooperative. Please visit bc.libraries.coop to learn more about the Cooperative and the services we provide.

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1. MEMBERSHIP

1.1 ELIGIBILITY FOR MEMBERSHIP IN THE CO-OP

Membership in the Co-op is, subject to the approval of the Board, open to the following institutions:

- 1) Canadian Libraries constituted under Provincial or Federal law and in good standing, whose interests align with the objectives and goals of the BC Libraries Cooperative.
- 2) Non-profit organizations constituted under Provincial or Federal law and in good standing, whose interests align with the objectives and goals of the BC Libraries Cooperative.
- 3) Provincial or national library or knowledge sector organizations, whose interests align with the objectives and goals of the BC Libraries Cooperative.
- 4) Provincial or National ministries or government departments responsible for furthering library service.

A Lifetime Administrative Membership in the Co-op may be obtained for \$50.00, subject to the completion of the Member Particulars Exhibit in **APPENDIX A** and execution of the Membership Agreement, located at the end of this section. Full Membership in the Co-op is available to any Administrative Member, subject to the completion of the Member Particulars Exhibit and Membership Agreement, and the continuous consumption of at least one Optional Service. Through continuous consumption of an Optional Service, an Administrative Member is automatically deemed a Full Member.

1.2 LEGAL RELATIONSHIP

1.2.1 Cooperation

The Co-op is a consortium of Institutional Members. Each Member cooperates in good faith in the performance and satisfaction of its respective activities, liabilities and obligations contemplated by this SMA.

1.2.2 Power and authority of Members

A Member shall not take any action required by this SMA if such action is subject to the approval of the Board, without having received the prior written approval from the Board or its delegate.

1.2.3 Member not an Agent

Nothing in this SMA shall be construed to grant to a Member any right to act as an agent for, or on behalf of, the Co-op. A Member will not, in any manner whatsoever, commit or purport to commit the Co-op to the payment of any money to any person or entity.

1.3 DUTIES AND OBLIGATIONS OF ALL MEMBERS

1.3.1 General obligations

At all times a Member shall cause its officers, employees and agents, and libraries, to exercise their rights, powers, and authority and to perform their obligations, duties, and responsibilities under this SMA, in a manner that is:

- 1) compliant with all of the terms and conditions of this SMA;
- 2) competent, efficient, diligent, prudent, and honest manner; and

- 3) in accordance with all Applicable Laws of the Province of British Columbia and Canada.

1.3.2 Specific obligations

Specifically, Members will:

- 1) participate in Co-op activities, as able;
- 2) consume optional services, as able or interested;
- 3) appoint representative(s) who will be responsible for communications;
- 4) provide, as able, participants to standing and ad hoc committees created by the Board of Directors;
- 5) communicate all process changes internally and implement required changes to support best practices;
- 6) ensure that the infrastructure and service prerequisites for successfully implementing Optional Services are met;
- 7) pay fees for services used as described in the Service Schedules, and in a timely fashion;
- 8) in the event of voluntary withdrawal, repay applicable fees in accordance with the terms specified in the relevant Service Schedule(s);
- 9) not take any action that would be inconsistent with or infringe upon any proprietary or intellectual property rights of the Co-op, software or service providers, or their licensors;
- 10) update the Member Particulars Exhibit in **APPENDIX A** at least annually, as required;

- 11) appoint a Primary Business Contact:

Each Member will designate a Primary Business Contact who will be responsible for communications with the Co-op. The Primary Business Contact is responsible for oversight of the implementation of Optional Services within a member organization, and for business changes and standards required to successfully implement Optional Services. Typically, the Primary Business Contact will also be the Member's Delegate.

- 12) appoint an Executive Sponsor:

Each Member will designate an Executive Sponsor who will be responsible for local resource allocation and for promoting the benefits of participation in the Co-op.

1.4 DUTIES AND OBLIGATIONS OF THE BC LIBRARIES COOPERATIVE

1.4.1 General obligations

The Co-op covenants and agrees with the Member as follows:

- 1) the Co-op shall comply with the terms and conditions of this SMA and all applicable laws of Canada and the Province of British Columbia with respect to this SMA;
- 2) all practicable duties and responsibilities of the Executive Director's Office are performed under the authority of the Co-op; and
- 3) the Co-op shall provide reasonable cooperation to the Members in deployment and delivery of Optional Services.

1.5 REPRESENTATION AND WARRANTIES

1.5.1 Representation and warranties of the Co-op

The Co-op represents and warrants to the Member that the Co-op has full power and authority to execute and deliver this SMA, which constitutes a legal, valid, and binding obligation of the Co-op.

1.5.2 Representation and warranties of the Member

The Member represents and warrants to the Co-op that the Member has full power and authority to execute and deliver this SMA, which constitutes a legal, valid, and binding obligation of the Member with respect to itself and its subsidiaries, if any.

1.5.3 Exclusion of liability by the Co-op

The Co-op makes no representations or warranties (including merchantability and fitness for purpose), and the Co-op, its servants, agents, and representatives assume no liability, with respect to the services provided. The Optional Services are provided "As Is" and there is no guarantee that they will be available on an uninterrupted basis. In no event will the Co-op be liable for any losses arising due to the use of services, including lost or degraded data, errors in the data, inability to access the services, or reduced service levels.

1.6 ASSETS

1.6.1 Ownership of assets

Except as expressly provided in this SMA, the Co-op or its contractors shall remain the exclusive owner(s) of all rights, title, and interest in all assets which the Co-op makes available to Members under any of its initiatives. Except as listed in the Service Schedules, there are no assets or property that the Co-op is required to make available to Members under this SMA.

1.7 ASSIGNMENT OF THIS SMA

1.7.1 Assignment by the Co-op

The Co-op may assign at any time, in its sole discretion, and without the consent of the Members, this SMA in whole or in part to any government, public sector or Crown entity, or statutory body or authority. The Co-op may additionally subcontract or partner with other agencies, organizations or individuals to meet its obligations as defined herein.

1.7.2 Assignment by the Member

The Member may not assign, either directly or indirectly, this SMA or any right of the Member under this SMA.

1.8 DEFAULT AND TERMINATION

1.8.1 Remedies of the Co-op

The Member shall be deemed to be in default if the Member breaches or defaults in the performance of any of its obligations under this SMA and fails to rectify such breach or default within 30 days of its receipt of written notice from the Co-op of such breach or default. Without limiting any other rights or remedies the Co-op may have at law, in equity, or as otherwise set forth in this SMA, upon the occurrence of a Member default, the Co-op may:

- 1) terminate or suspend the provision of services;

- 2) take such steps as deemed by the Co-op, in its sole discretion, to cure the Member's default; and
- 3) where such Member default is due to a material breach, the Co-op may immediately terminate this SMA by delivery of a termination notice to the Member.

1.8.2 Force majeure

- 1) If either the Co-op or a Member is prevented from, or delayed in performing any of its obligations under this SMA by an event of Force Majeure, the Party claiming the event of Force Majeure shall promptly notify the other Party by telephone or other means of electronic communication, and by follow-up written notice within three (3) Business Days of such Party becoming aware of the potential non-performance or delay, of the particulars of the event of Force Majeure including reasonable details of the nature of the event, its expected duration and the obligations under the SMA that will be affected by the event. The Party claiming the event of Force Majeure shall continue to furnish reasonable reports with respect thereto to the other Party on a timely basis prior to and during the continuance of the event of Force Majeure.
- 2) The Parties shall use reasonable efforts to prevent or avoid any event, condition, or circumstance, which would result in an event of Force Majeure, and during the continuance of an event of Force Majeure, shall use reasonable efforts to mitigate and minimize the effects of such event of Force Majeure.
- 3) During the occurrence of an event of Force Majeure, the obligations of the Party claiming an event of Force Majeure, to the extent that its obligations cannot be performed or are delayed as a result of such event of Force Majeure, shall be suspended, and such Party shall not be considered to be in breach or default hereunder, for the period of such occurrence.
- 4) In the event of a Force Majeure event, the Co-op shall have the right but not the obligation to terminate this SMA by delivery of a termination notice to the Member, such Termination to be effective upon delivery of such notice to the Member.

1.8.3 Remedies for disclosure breach

The Member shall be in material breach under this SMA upon the breach of its obligations under the section entitled "DUTIES AND OBLIGATIONS OF ALL MEMBERS," referred to as a Disclosure Breach. Without limiting any other rights or remedies the BC Libraries Cooperative may have at law, in equity, as otherwise set forth in this SMA, upon the occurrence of a Disclosure Breach, the Co-op may take such steps as deemed necessary by the Co-op, in its sole discretion, to cure such Disclosure Breach, including but not limited to suspending, terminating, or modifying the delivery of services.

1.8.4 Termination by the Co-op for convenience

Notwithstanding any other provision of this SMA, the Co-op may terminate this SMA for convenience (for any reason or no reason) on not less than six (6) months prior written notice to the Member, without any liability or obligation except to facilitate the orderly transition of services to an alternate service provider.

1.8.5 Termination of Membership by the Member

Termination of Membership by the Member (withdrawal) is in accordance with the Rules of the Association.

1.9 DISPUTE RESOLUTION

1.9.1 Internal dispute resolution

In the event of any Dispute, the Parties shall use reasonable efforts to settle such Dispute internally and shall consult and negotiate with each other in good faith in an effort to reach a fair and equitable solution satisfactory to the Parties.

1.9.2 Procedure for dispute resolution

If a Dispute arises, the Parties shall follow the resolution procedure set out below to the extent necessary to resolve the Dispute:

- 1) The Member's Delegate and the Executive Director's Office shall attempt to resolve any Dispute informally by meeting as often and for a duration as deemed necessary by the Parties to negotiate in good faith and to attempt to resolve the Dispute.
- 2) If the Member's Delegate and the Executive Director's Office are unable to resolve a dispute within a reasonable period, a meeting of the Board of Directors or its delegate, the Member's Delegate, and the Executive Director's Office will be convened and an attempt will be made to resolve the Dispute.
- 3) If unable to resolve the dispute under 2), above, within a reasonable period, a Member and the Board may mutually agree to refer the dispute to an ad hoc committee of the membership, constituted as follows.
 - a. The member's executive sponsor
 - b. The member's additional organizational representative
 - c. A member delegate selected by the parties (a and b above)
 - d. A member delegate selected by the parties (e and f below)
 - e. The Co-op's Chair or delegate
 - f. The Co-op's Executive Director
- 4) If unable to resolve the dispute under 3), above, within a reasonable period, a Member may refer the dispute to Arbitration under the *Act* by providing the Cooperative with seven (7) days written notice.
- 5) Within 10 business days of receiving notice under 4) above, the Member's Executive Sponsor, the Executive Director, and the Chair of the Cooperative's Board of Directors shall meet at a mutually agreeable time and place to form a committee and arbitrate the matter in a manner that is consistent with this SMA and the *Act*.
- 6) Arbitration upon the Parties is binding and may be enforceable upon application to the Courts.

1.9.3 Dispute confidentiality

The existence and outcome of any Disputes and all information disclosed by any Party in relation to the resolution of Disputes pursuant to the Procedure for Dispute Resolution contained herein shall be confidential and such information shall not be used for any purpose other than the resolution of the Dispute.

1.10 AMENDMENTS TO THE AGREEMENT

1.10.1 Process for Amending the Agreement

This entire SMA can be amended with:

- 1) the approval of the Board of Directors, *and*
- 2) an Ordinary Resolution as defined by the *Act*.

1.10.2 Process for amending Optional Services Schedules

A Business Function Group may approve amendments to its Optional Service Schedule with;

- 1) an Ordinary Resolution, as defined by the *Act*; *and*
- 2) the approval of the Board of Directors.

1.10.3 Unilateral modification by the BC Libraries Cooperative

The Co-op may unilaterally amend the appendices to this document in order to conform to constraints imposed by applicable laws of Canada and the Province of British Columbia, legal contracts, management agreements, and financial plans.

1.10.4 Term of Agreement

This SMA will renew annually, according to the same terms and conditions herein, for a period of one year (12 months) unless changes are made to it according to the provisions contained herein. The Executive Director will notify the membership of substantive changes made to this SMA.

1.11 GENERAL PROVISIONS

1.11.1 Miscellaneous

This Agreement is made in and shall be governed by the laws of the Province of British Columbia, Canada, without regard to its conflicts of law principles. Jurisdiction and venue for all disputes shall be in Victoria, British Columbia, Canada.

1.11.2 Legal entity

The Membership and all derivative bodies, including business function groups and committees, are not legal entities and cannot enter into contracts or agreements independently. The Co-op will enter into contracts on behalf of the Members for services provided under this SMA.

1.11.3 Registered marks

All registered marks are the property of the Co-op or are made available through licenses held by the Co-op and are only to be used in accordance with guidelines specified by the Co-op.

1.11.4 Severability

If any provision contained in this SMA shall, to any extent, be invalid, void, or unenforceable, the remainder of this SMA shall not be affected, and each provision of this SMA shall be separately valid and enforceable to the fullest extent permitted by law. In respect of any provision determined to be unenforceable or invalid in a British Columbia Court, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by British Columbia and Canadian law and in accordance with the intent of this SMA.

1.11.5 Entire SMA

This SMA and the Appendices hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and cancels, supersedes and replaces

any other prior agreements, undertakings, declarations, commitments, representations, warranties, conditions, promises, and understandings, whether written or oral, in respect thereof.

1.11.6 Waiver

Failure by a Party to insist in any one or more instances upon the strict performance of any one of the terms, provisions or covenants contained in this SMA shall not be construed as a waiver or relinquishment of such term, provision or covenant. No consent or waiver, express or implied, by a Party to or of any breach or default by another Party in the performance by such other Party of any term, provision or covenant hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default such other Party hereunder.

No waiver of any breach of any term, provision or covenant of this SMA shall be effective or binding unless made in writing and signed by the waiving Party.

1.12 INTERPRETATION

1.12.1 Definitions

Unless otherwise provided herein or in the attached **Appendix B**, capitalized terms shall have the meanings given to those terms in this section, in the Cooperative's Rules or in the Act. In addition to the definitions contained in this section, certain other terms are defined in the context in which they are used in this SMA

In this SMA, unless expressly stated to the contrary:

- 1) The terms "BC Libraries Cooperative 2009", "BC Libraries Cooperative", the "Cooperative", the "Co-op" or "Co-op's" as used in this SMA refer to the legal entity BC Libraries Cooperative 2009, a Cooperative Association registered under the *British Columbia Cooperative Association Act*.
- 2) The terms "this SMA", "hereof", "hereunder", and similar expressions refer, unless otherwise specified, to this SMA taken as a whole and not to any particular Article, Section, Appendix or other portion hereof.
- 3) Words importing the singular number only shall include the plural and vice versa and words importing gender shall include all genders.
- 4) Unless otherwise expressly provided, all references to Articles, Sections, and Appendices refer to Articles, Sections and Appendices of this SMA.
- 5) Words and phrases denoting inclusiveness (such as "including" or "includes") are not limited by their context or the words or phrases which precede or succeed them.
- 6) Unless otherwise provided, whenever the word "discretion" is used with respect to a Party, it will be deemed to mean such Party's sole and absolute discretion.

1.12.2 Headings

The division of this SMA into Articles, Sections, and Appendices, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this SMA.

1.12.3 Appendices

- 1) The Appendices annexed to this Agreement and incorporated by reference are deemed to be part of this SMA.
- 2) The Appendices to this SMA may be amended by the Board of Directors.

1.12.4 Conflict between Articles and Appendices

The main body of this SMA and the attached Appendices are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between any of the foregoing, unless expressly stated to the contrary, the order of precedence shall be:

- 1) first, the section of this SMA entitled “Personal Privacy, Confidentiality & Security Responsibilities”;
- 2) next the remaining main body of this SMA; and
- 3) next, all remaining Appendices.

MEMBERSHIP AGREEMENT

THIS AGREEMENT Addendum made and entered into the ___ day of _____, 20__ (the "Effective Date")

BETWEEN:

operating as a corporation/society/body politic/partnership/sole proprietorship {circle one} constituted pursuant to the laws of a Canadian jurisdiction and having its head office at

_____ ("Member")

AND:

BC Libraries Cooperative 2009, a not-for-profit community services cooperative incorporated pursuant to the laws of British Columbia and having its head office at Suite 330, 268 Keefer Street, Vancouver, BC V6A 1X6 (the "Co-op").

WHEREAS:

1. The Co-op provides the services outlined in the Optional Service Schedules,
2. Member wishes to utilize certain of these services offered by the Co-op,
3. The Co-op has agreed to provide certain services to Member subject to and in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree to be bound by the General Terms and Conditions and the exhibits attached to this Agreement, which the parties agree form an integral part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ___ day of _____, 20__.

(Member)

By: _____
Authorized Signatory

Print Name: _____

Title: _____

Co-op _____

By: _____
Executive Director

2. GOVERNANCE

2.1 BOARD OF DIRECTORS

2.1.1 Responsibilities

The Board of Directors is authorized by the Members to represent their collective interests.

2.1.2 Scope of authority

The responsibilities of the Board of Directors include:

- 1) reviewing substantive changes to services that effect Members of the Co-op;
- 2) assisting with the resolution of disputes between Members;
- 3) receiving recommendations from Business Function Groups and Committees and initiating actions where appropriate;
- 4) recommending changes to this SMA and its Service Schedules;
- 5) appointing an Executive Director whose office shall be responsible for all secretariat, administrative, and operational functions of the Co-op (the duties, functions and remuneration for the Executive Director shall be set by the Board of Directors);
- 6) creating and disbanding Business Function Groups, standing and ad hoc committees;
- 7) annually reviewing and assessing the governance structure of the Co-op;
- 8) communicating with the Members
- 9) reviewing recommendations for continuous improvement;
- 10) reviewing improvement budgets and work plans;
- 11) referring appropriate items to Members for decision by referenda; and
- 12) managing the Co-op in accordance with the powers, duties and responsibilities conferred by the *British Columbia Cooperative Association Act*, the Regulation, the Memorandum and Rules of the Association and this Service Management Agreement.

2.1.3 Limitation of authority

The authority of the Board of Directors can be limited by any resolution adopted by the Membership by a referendum, provided such a resolution complies with the Act and Regulation.

2.1.4 Representation at Board of Directors Meetings

- 1) The Board of Directors will be composed of member representatives drawn from the diversity of the membership:
 - a. a minimum of three (3) and a maximum of 15 individuals elected from member delegates;
 - b. a maximum of five (5) voting Directors appointed by the Board; and
 - d) one (1) non-voting representative appointed by the Province of British Columbia responsible for communicating Provincial policy and priorities.
- 2) The number of elected Directors on the Board may be adjusted by simple

resolution of the Directors in accordance with the Rules of the Association.

2.1.5 Term of Board of Directors

The maximum term for Directors is in accordance with the Rules of the Association.

2.1.6 Board of Directors elections

Elections will be held according to the method outlined in the Rules of the Association.

2.1.7 Decision-making processes

- 1) Whenever possible, decisions within the Board of Directors will be made by consensus. When necessary, decisions will be made by simple majority vote.
- 2) The Directors may submit any question to the entire Membership or to a specific Business Function Group for decision or recommendation by referendum.

2.1.8 Meetings

The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they consider appropriate and in accordance with the Rules of the Association. Meetings shall be conducted in accordance with Roberts Rules of Order.

2.1.9 Quorum of the board

A quorum of the board is a majority of the total number of authorized directors.

2.1.10 Removal from office

The Association may by special resolution remove any director before the expiration of his or her term of office, and may by an ordinary resolution fill the vacancy created by the removal.

2.1.11 Vacation of office

The office of a Director is vacated when the Director:

- 1) no longer qualifies for office under the Rules of the Co-op (the Rules);
- 2) has been absent without leave of the Board from three consecutive regular Board meetings, in which case the office is vacated when the Board passes a resolution taking notice of the absences;
- 3) resigns by written notice;
- 4) is removed from office by a Special Resolution passed at a Meeting of Members held under the Act; or
- 5) dies.

2.2.6 Member Delegates and Alternates

- 1) Each Member:
 - a) must appoint a Delegate to represent the Member.
 - b) may appoint an Alternate to represent the Member in the absence of the Members Delegate.
- 2) Delegates and Alternates must either be members of, or be endorsed by, the senior management staff of their respective member organization. Where weighted voting is applicable, if a Member has more than one vote, the Member may appoint as many Delegates and Alternates as the number of votes the Member carries. Either

the Member Delegate(s) or Alternate(s) carries, and is authorized to vote, on behalf of the Member.

2.3 BUSINESS FUNCTION GROUPS

2.3.1 Responsibilities

Business Function Groups are standing committees authorized by the Board of Directors to represent the interests of the users of specific Optional Service(s). The Board will create Business Function Groups as necessary. The Board may also disband Business Function Groups as appropriate. Not all Optional Services will automatically or necessarily become Business Function Groups.

2.3.2 Scope of Authority

The responsibilities of a Business Function Group include:

- 1) representing the interests of the users of Optional Services; serving as a community of practice and a forum for knowledge transfer.
- 2) working with the Executive Director's Office to:
 - a) continuously improve the Optional Service(s),
 - b) review and prioritizing substantive requests for changes to Optional Services,
 - c) develop recommendations for inclusion in annual Cooperative improvement budgets and work plans,
 - d) evaluating the Business Function Group's activities annually and reporting back to the Board and the users of the designated services.

2.3.3 Limitation of authority

The Board will approve the mandate, Optional Service Schedule, and Terms of Reference for each Business Function Group.

2.3.4 Representation at Business Function Group meetings

The Business Function Group will be composed of:

- 1) the Chair of the Business Function Group,
- 2) one (1) Delegate appointed by each Member Organization that uses an Optional Service for which the Business Function Group is responsible,
- 3) representatives from the Executive Director's Office, and
- 4) additional representatives from qualifying Member Organizations.

2.3.5 Decision-making processes

- 1) Whenever possible, Business Function Group recommendations will be formed by consensus. When necessary, recommendations will be made by simple majority vote weighted by the formula contained in **Appendix C** of this SMA for the Members using the Optional Service, where applicable.
- 2) Only Delegates appointed to the Business Function Group by the Members are eligible to vote.
- 3) Polling may be conducted in-person, by teleconference or via online tool.

2.3.6 Chair of the Business Function Group

Each Business Function Group will elect a Chair each year. The maximum term of the Chair of each Business Function Group is two one-year terms. The duties of the Chair are to:

- 1) preside at all meetings of the Business Function Group;
- 2) call meetings of the Business Function Group at times mutually convenient with Executive Director's Office staff; co-create agendas;
- 3) prepare an annual report for the Membership; and
- 4) be the primary representative for the Business Function Group to the Membership.

2.4 COMMITTEES AND WORKING GROUPS

2.4.1 Responsibilities

The Board of Directors will establish and disband working groups, ad hoc, and standing committees as required to support the activities of the Cooperative. These working groups and committees will be composed of individuals appointed by the Board of Directors.

2.4.2 Limitation of authority

The Board of Directors will approve the mandate and Terms of Reference for each Committee.

2.5 EXECUTIVE DIRECTOR'S OFFICE

2.5.1 Responsibilities

The Board of Directors will appoint the Executive Director. The duties of the Executive Director include:

- 1) arranging for meetings, issuing meeting notices and preparing agendas for the Board of Directors;
- 2) preparing and distributing minutes of the Board of Directors;
- 3) notifying the Members of all resolutions approved by the Directors;
- 4) managing records and correspondence;
- 5) facilitating communication between Members and project teams;
- 6) managing the system infrastructure of the Co-op, including staff and project teams;
- 7) identifying opportunities for innovation, leverage, integration and revenue;
- 8) administering referenda, and;
- 9) such other duties as may be assigned by the Board, including the provision of secretariat services to the Board, and support to the Treasurer in the management of the financial well being of the Association.

3. PERSONAL PRIVACY, CONFIDENTIALITY, & SECURITY RESPONSIBILITIES

3.1 GENERAL

- 1) Personal Privacy, confidentiality, and security are jointly-held responsibilities. All members are encouraged to establish processes so that personal and confidential

records are adequately safeguarded and protected from unauthorized access and disclosure.

- 2) Library user information in the control of the Co-op will not be given or sold to other organizations. Further, all information related to a library user may only be used by Co-op employees or contractors working within the scope of their duties. Co-op and member responsibilities with respect to personal privacy, confidentiality and security are specified in the relevant Optional Service Schedules, and in the Co-op's Privacy and Security Management Plan (PSMP).

3.2 COMPLIANCE WITH PERSONAL PRIVACY, CONFIDENTIALITY, AND SECURITY REQUIREMENTS

In the event that the Executive Director's Office identifies a security risk due to the activities of a Member, the Executive Director's Office and Member will work together to address the risk as soon as possible. Any disputes regarding security-related practices will be addressed through the PSMP and the Dispute Resolution process in this SMA.

3.3 ANTICIPATORY DISCLOSURE

Where the Executive Director's Office determines, on reasonable grounds, that there is a serious risk that Personal Information may be disclosed or accessed contrary to the terms of this SMA or its schedules, then the Executive Director's Office shall have the right to take all actions necessary to prevent such disclosure, without limitation, subject to review by the Board.

4. OPTIONAL SERVICES

4.1 GENERAL

Members may choose to subscribe to any Optional Services outlined in the Service Schedules appendices, subject to any prerequisites detailed within the Service Schedules.

4.2 SERVICE SCHEDULES

- 1) Optional Services are listed in the **Appendices** appended to this SMA. Each Optional Service description includes the following:
 - a) prerequisites for implementing the service;
 - b) membership limitations, if any;
 - c) associated fees; and
 - d) provisions for service withdrawal, if any.
- 2) The Executive Director's Office will update Service schedules as necessary.

APPENDIX A - MEMBER PARTICULARS EXHIBIT

Member Information:

Effective Date: _____

Which Service(s) is/are being consumed?:

Sitka | Licensing | LibPress | NNELS | Hosting | Development | OTHER_____

Member Name: _____

Billing Address: _____

Member Delegate:

Name: _____ Phone # _____

Email: _____

Prime Billing Contact:

Name: _____ Phone # _____

Email: _____

Prime Technical Contact:

Name: _____ Phone # _____

Email: _____

Prime Sitka Contact:

Name: _____ Phone # _____

Email: _____

Prime Licensing Contact:

Name: _____ Phone # _____

Email: _____

Prime LibPress Contact:

Name: _____ Phone # _____

Email: _____

Prime NNELS Contact:

Name: _____ Phone # _____

Email: _____

Additional Contact:

Please circle the appropriate initiative: Sitka | Licensing | LibPress | NNELS | Hosting | Development | OTHER_____

Name: _____ Phone # _____

Email: _____

Additional Contact:

Please circle the appropriate initiative: Sitka | Licensing | LibPress | NNELS | Hosting | Development | OTHER_____

Name: _____ Phone # _____

Email: _____

Additional Contacts: ***Please attach a spreadsheet with additional contact info.***

APPENDIX B - DEFINITIONS

In this Service Management Agreement, unless something in the subject matter or context is inconsistent, the following terms shall have the meanings set forth below:

“Administrative Member” means a Member organization that has paid its lifetime membership fee, and completed a Member Particulars Exhibit and Agreement.

“Academic Library” means a library located in a college or university and may also include a private post-secondary institute.

“Active Patron” means a library user with an active (library card used within previous two years) and current library card.

“Association” means the BC Libraries Cooperative constituted under the Cooperative Association Act of British Columbia.

“Board of Directors” or “Directors” means a group of Member Delegates elected by the Membership and any Board Appointed Directors currently serving a term.

“Business Function Group” means a group authorized by the Board of Directors to represent the interests of the users of specific Optional Service(s).

“Confidential Information” shall mean any technical, business, financial, personal, employee, operational, scientific or other information or data that at the time of disclosure or granting of access;

- (a) is designated as confidential (or like designation);
- (b) is disclosed in circumstances of confidence; or
- (c) would be understood by a person exercising reasonable business judgment to be confidential; and
- (d) in all forms and media, whether in writing, in electronic form or communicated orally or visually, including the terms of this document.

“Director” means a Delegate duly elected to the Board of Directors as per the procedures set out in the Rules of the Association or to a person appointed to the Board.

“Dispute” means a dispute, claim, questions, difference or disagreement between the Member and the Co-op arising out of, or related to, the services provided under the Service Management Agreement.

“Effective Date” means the date this document is effective as indicated on the first page.

“Executive Sponsor” means a Member-appointed individual responsible for the allocation of resources, promotion of benefits of participation in the BC Libraries Cooperative, and resolution of issues that cannot be addressed through established procedures. Typically, the Member’s Executive Sponsor will also be the Member’s Delegate.

“Fees” means the fees set out in the Service Schedules or elsewhere, payable by the Member to the BC Libraries Cooperative in consideration of the provision of services pursuant to the terms of the Service Management Agreement and its Optional Service Schedules.

“Force Majeure” means the occurrence of an event or circumstance beyond the reasonable control of a Party that interferes with, delays or prevents performance of the obligations of a Party hereunder, provided that (i) the non-performing Party is without fault in causing or failing to prevent such occurrence and (ii) such occurrence cannot be circumvented through the use of reasonable alternative sources, workaround plans or other means. Subject to the foregoing, an event of Force Majeure may include (i) explosions, fires, flood, earthquakes, catastrophic weather conditions or other elements of nature or acts of God, (ii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage (iii) acts of federal, provincial, local or foreign governmental authorities or courts, (iv) failures or fluctuations in electrical power or telecommunications service or equipment, (v) delays or failures caused by

third-party non-performance, (vi) attacks by hostile extra-terrestrial forces, and (vii) Labour Dispute.

“Full Member” status is available to any Administrative Member, subject to the completion of the Member Particulars Exhibit in **APPENDIX A**, and execution of the Membership Agreement, located at the end of Section 1 of the SMA. Through continuous consumption of an Optional Service, an Administrative Member is automatically deemed a Full Member.

“Member” means an eligible library or organization that has paid its one-time membership fee and remains in good standing with the Co-op.

“Member Delegate” or “Delegate” means an individual appointed by the Member organization to represent the Member organization.

“Optional Services” refers to those services defined in the Service Schedules to which a Member may choose to subscribe.

“Participant” or “Subscriber” means a Member Organization that has executed an Expression of Interest for an endorsed solution and signed a Membership Agreement with the Cooperative.

“Personal Information” means information about identifiable individuals or information defined or deemed as “personal information” pursuant to any laws or regulations related to privacy or data protection that are applicable to the Province of British Columbia, or to the Subscriber or Subscriber’s Libraries, including as such term is defined pursuant to the British Columbia Freedom of Information and Protection Of Privacy Act.

“Representative” means an agent (usually non-voting) of a Member or of a Business Function Group.

“Rules” means the rules of the “Association” duly filed with the BC Registrar of Cooperatives.

“Service Management Agreement” means this written agreement, all attached Appendices and all documents incorporated by reference herein, together with all amendments or supplements made in accordance with the provisions hereof.

“Service Provider” means a qualified company or agency that has a contract with the Co-op to deliver services to Cooperative Members.

“Service Schedule” means an addendum to this Service Management Agreement that describes Optional Services available from the Co-op.

“Term” means the Initial Term of the Service Management Agreement including any renewals thereof.

“Termination” means the expiry or earlier termination of the Service Management Agreement pursuant to its provisions.

APPENDIX C - WEIGHTED VOTING FORMULAE

Where applicable within a Business Function Group, and unless otherwise indicated within this Service Management Agreement, votes shall be weighted for Full Members within a Business Function Group according to the formulae below.

For Public Libraries:

Below 20,000 service area population	One Vote
20,000 to 120,000 service area population	Two Votes
over 120,000 service area population	Four Votes

For Academic Libraries:

Below 5000 FTEs	One Vote
5000 – 10,000 FTEs	Two Votes
Over 10,000 FTEs	Four Votes

For School Libraries:

Below 20,000 student enrollment	One Vote
Over 20,000 student enrollment	Two Votes

For Special Libraries:

Below 20,000 active patrons	One Vote
Over 20,000 active patrons	Two Votes

APPENDIX D – LIBPRESS SERVICE SCHEDULE

LibPress is a Co-op hosted website/content management solution based on extensive library user experience knowledge and research, simple and powerful editing tools, full training and top-notch support. Nearly 50 Canadian members enjoy LibPress currently.

Prerequisites for Implementing Service:

- Co-op member;
- Participation in LibPress is on an opt-in basis;
- Completion of a LibPress Expression of Interest;
- Payment of a deposit.

Service Levels

Our LibPress service includes:

- Dedicated staffing in support of LibPress activities;
- The Co-op provides several automation systems in support of LibPress activities, including a WordPress multisite environment, accounting, authentication and self-serve ticketing systems;
- Training includes webinars to help get LibPress consumers up and running, as well as videos and documentation that can be accessed 24x7.
- Co-op-wide support is available to LibPress members 8 hours a day, 5 days a week, and 24x7 in emergencies: The primary service contact for licensing support is: libpress@bc.libraries.coop

Escalation Processes

Service and Support incidents may be escalated to the LibPress Coordinator. Beyond the LibPress Coordinator, the Dispute Resolution clauses in the main body of the Service Management Agreement will apply.

Fees

Please contact the Executive Director's Office.

Escalation Processes

6 months notice, with payment in full of any fees owing

APPENDIX E – LIBPRESS EXPRESSION OF INTEREST

EXPRESSION OF INTEREST - LibPress

This letter is to express the interest and intention of the __LIBRARY NAME__ to participate in the LibPress Optional Service.

Statement of Understanding:

- As Members, we agree to abide by the provisions of the Service Management Agreement of the Co-op.
- We understand that while we commit to treat and deal with the Co-op in good faith and on the assumption that, barring unforeseen circumstances we will implement the LibPress, participation is at our discretion.
- We understand that we will pay a monthly fee (billed annually) for the LibPress service following the launch of the website.
- We understand that our withdrawal from the implementation schedule after considerable implementation work by the Co-op has been completed may result in our obligation to remit payment up to the value of such services and to a maximum of the annual LibPress service fee.
- As a Member of the Co-op, we agree to appoint an Executive Sponsor, responsible for local resource allocation and for promoting the benefits of participation in the Co-op. We also agree to appoint a Primary Business Contact, responsible for business changes, standards and oversight required to implement the LibPress. For many organizations, especially smaller ones, this may be the same person.
- We understand that effective communication is the single most important determinant of a successful LibPress migration; we commit to prioritizing communication with the Co-op, its staff and contractors at all points during the migration process and beyond.
- We understand that the URL of our LibPress will be of the form <http://xxxxx.bc.libraries.coop>. We further understand that we have the option to use a different URL, so long as it redirects to the LibPress URL.

Implementation Team Responsibilities:

The process to launch a LibPress site includes, but is not limited to, the following general steps. The Implementation Team, consisting of Co-op staff and library staff, are jointly responsible to ensure that all necessary steps are completed in a timely fashion. Some of these steps will require the cooperation/collaboration of the member library.

Steps to Implementation:

1. Introductory call from the LibPress Manager or delegate at least two months prior to launch;
2. Provision of a project outline, which will include the specific tasks to be completed by the Co-op and the Library;
3. Completion of a detailed Library LibPress Website Survey;
4. Staged training, delivered either remotely or on-site;
5. Access to a demo server, in order to facilitate the “Train the trainer” model;
6. Thorough testing by the Library of the LibPress website;
7. Support from the Cooperative on the launch day;
8. Continued support from the Co-op during regular business hours post-launch, either by e-mail or by toll-free telephone number;

9. After-hours support for emergencies, e.g. LibPress servers down.

Member Library Responsibilities:

1. Completion of a detailed LibPress website survey within two weeks after the Introductory Call;
2. Provision of all required data from the Library's legacy website to the Cooperative LibPress Team:
 - a. This may be accomplished by sending relevant files to the Implementation Team or by providing the Co-op LibPress Team with access, either remotely or on-site, to the legacy website;
 - b. Information about any 3rd party applications that will interact with the LibPress, e.g. ILS, social media, etc.
3. Timely response to questions from the Co-op LibPress Team about the LibPress Website Survey, website content, etc., which are required in order to successfully migrate the legacy data to the LibPress;
4. Participation of key library staff in initial LibPress training and a commitment to the "train the trainer" process;
5. Completion of detailed testing by key Library staff, including immediate notification of any errors or omissions to the Co-op LibPress Team;
6. Participation of key library staff on launch day and in the days following launch to resolve any outstanding issues and work with staff on any workflow issues;
7. It is the library's responsibility to run historical reports from their legacy website prior to conversion to the LibPress, if required for statistical reporting purposes;
8. Adhere to the provisions of the Service Management Agreement and Rules of the Co-op.

Commitment to Launch Window:

The implementation schedule for the calendar year will be developed with launch windows for each library, e.g. early September, late May, mid October.

Given the scope and cost of the process to prepare a library to implement LibPress, and out of consideration to other libraries scheduled for implementation, it is essential that the Library is fully committed to their assigned launch window. In addition to a commitment to the launch window, the Library must be committed to ensuring that key staff required to complete the tasks outlined above, are available in the weeks leading up to and including the launch window.

If the Library determines that they are no longer able to meet their assigned launch window, they must immediately inform the LibPress Coordinator. The Library will be re-assigned a new launch window in the same year only if a launch window has been vacated by another library; in most cases, the Library's launch will need to be postponed for reconsideration in the next launch year.

The Cooperative will also make every reasonable effort to adhere to the Implementation Schedule. Factors beyond the control of the Co-op may result in adjustments to the Implementation Schedule, which the LibPress Coordinator will communicate to affected libraries as quickly as possible.

Training and Support:

As libraries join the LibPress community, it is expected that they will participate in a "Train the Trainer" approach as well as assisting in supporting fellow community members.

- The LibPress support team will, at minimum, provide LibPress training to up to two people per library or library system;
- Training may be delivered in a variety of ways: on site, on-line (i.e. web-based), or any combination thereof;

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- LibPress support will provide train the trainer services on basic library functions in advance of go-live, to allow the local site trainer time to train staff.
 - It is expected that these library trainers will be responsible for training current and new staff.
- LibPress support will provide documentation where it exists and access to a training server to site trainers, in order to support the “train the trainer” model.
- In order to reduce overall costs to the community and in order to build a strong network of support for the LibPress, support will only coordinate on-site training for several libraries at a time, within federations and/or geographic areas.
- The LibPress Support Team will work with each library to develop their final training plan.

MEMBER INFORMATION:

When will you be ready for a LibPress implementation?

What is your deadline for implementation?

What technology is your current website based on?

What is your current ILS?

Please check any of the fee-based features below that you are interested in adding to your LibPress site:

- Community Calendar
- Additional custom-designed online form
- Unique design for a particular demographic (e.g. Kids).
- Webmail (with email addresses consistent with the library’s URL)

SIGNATURES:

We, the undersigned, acknowledge the understandings and undertakings above and agree to carry them out in good faith.

On behalf of the [LIBRARY NAME], _____ <i>(name & title)</i> _____ <i>(signature)</i>	On behalf of the BC Libraries Cooperative _____ <i>(name & title)</i> _____ <i>(signature)</i>
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APPENDIX F – LICENSING SERVICE SCHEDULE (BC)

The BC Licensing Business Function Group (LBFG) is a forum for the collective procurement, licensing and management of library electronic content solutions. Major themes for discussion include emerging trends and products, integration and privacy best practice. Leveraging the economy of scale our membership represents, we source over 140 quality licensed products – databases, ebooks, enhanced content, mobile applications and more – at favourable pricing. The Terms of Reference for the LBFG are available, here:

<https://bc.libraries.coop/docs/licensing-bfg-terms-of-reference-version-26-03-2015/>

Prerequisites for Implementing Service:

- Currently, the BC public library community is eligible for membership in the LBFG;
- Participation in the LBFG is on an opt-in basis;
- Individual licensed products may present additional pre-requisites.

Service Levels

Our licensing expertise not only facilitates tremendous savings and product access, but also member training, comprehensive support, and a venue for sharing best practices:

- The Co-op provides dedicated staffing in support of BC Licensing activities;
- The Co-op provides several automation systems in support of BC Licensing activities, including accounting, self-renewal, authentication and self-serve ticketing systems;
- The Co-op exposes itself to currency risk to mitigate the impact of same on members participating in this service;
- The Co-op provides teleconference and/or in person meetings for this service regularly, and surveys as needed;
- In support of this service, the Co-op participates as a member of [Consortia Canada](#) – a coalition of Canadian library consortia working together to license electronic information resources of national interest and relevance;
- Co-op-wide support is available to BC LBFG members 8 hours a day, 5 days a week: The primary service contact for licensing support is: licensing@bc.libraries.coop

Escalation Processes

Service and Support incidents may be escalated to the Licensing Manager. Beyond the Licensing Manager, the Dispute Resolution clauses in the main body of the Service Management Agreement will apply.

Fees

Like most purchasing consortia, the Cooperative levies an administration fee on actual product costs and any applicable taxes incurred during vendor payment. This fee enables the Service Levels outlined above. Payment within 30 days of invoicing is appreciated.

Provisions for withdrawal

BC Licensing services are provided to the BC public library community on a product-by-product, opt-in basis. The opportunity to exit subscribed product terms is made available at each renewal.

APPENDIX G – LICENSING SERVICE SCHEDULE (MLCI)

The Co-op proudly negotiates price-point for aggregated content on behalf of the Manitoba Library Consortia Inc (MLCI) and its members.

Prerequisites for Implementing Service:

- MLCI member in good standing;
- Completion of a Co-op/MLCI Expression of Interest
- Individual licensed products may present additional pre-requisites.

Service Levels

Our licensing expertise not only facilitates tremendous savings and product access, but also member training, comprehensive support, and a venue for sharing best practices:

- The Co-op provides dedicated staffing in support of MLCI activities;
- The Co-op provides several automation systems in support of MLCI activities, including accounting, self-renewal, authentication and self-serve ticketing systems;
- The Co-op exposes itself to currency risk to mitigate the impact of same on members participating in this service;
- The Co-op hosts occasional teleconference and/or in person meetings for this service, and surveys as needed;
- In support of this service, the Co-op participates as a member of [Consortia Canada](#) – a coalition of Canadian library consortia working together to license electronic information resources of national interest and relevance;
- Co-op-wide support is available to MLCI members 8 hours a day, 5 days a week: The primary service contact for licensing support is: licensing@bc.libraries.coop

Escalation Processes

Service and Support incidents may be escalated to the Licensing Manager. Beyond the Licensing Manager, the Dispute Resolution clauses in the main body of the Service Management Agreement will apply.

Fees

Like most purchasing consortia, the Co-op levies an administration fee on actual product costs and any applicable taxes incurred during vendor payment. This fee enables the Service Levels outlined above. Payment within 30 days of invoicing is appreciated.

Provisions for withdrawal

BC Licensing services are provided to the MLCI community on a product-by-product, opt-in basis. The opportunity to exit subscribed product terms is made available at each renewal.

APPENDIX H – LICENSING SERVICE SCHEDULE (MLCI) - Expression of Interest (EOI)

This EOI confirms the intention of _____ LIBRARY NAME _____ to participate in the Licensing Optional Service for MLCI members.

Statement of Understanding:

- As Members, we agree to abide by the provisions of the Service Management Agreement of the Co-op.
- We understand that while we commit to treat and deal with the Co-op in good faith and on the assumption that, barring unforeseen circumstances we will License electronic content through the Cooperative, participation is at our discretion.
- We understand that while all products licensed by the Co-op are opt-in, these licenses are exclusive and represent higher discounts than if libraries were to approach the vendor alone.
- We understand that in order to qualify for discounted electronic licensed content, we must be a member in good standing with the Manitoba Licensing Consortium Inc (MLCI).
- We understand that in order to qualify for discounted electronic licensed content we will be required to sign a Membership Agreement with the Co-op.
- We understand that membership in the Co-op will involve payment of fees for membership and the products and services we use.
- We understand that we will pay a 5.25% administrative fee for all products licensed or purchased through the Co-op.
- We understand that once the Cooperative has signed a license on our behalf, and the Co-op is held liable for payment, we are obligated to remit payment up to the value of such licenses. Standard payment terms are net 30 days from date of invoice.
- We understand that we must respond to requests for renewal confirmation by the stated deadline or the license will be cancelled.
- As a Member of the Cooperative, we agree to appoint a Licensing Contact, responsible for local resource allocation and for promoting the benefits of participation in the Co-op. We also agree to appoint a Primary Business Contact, responsible for business changes, standards and oversight required to license or purchase content on behalf of MLCI or the individual library. For many libraries, especially smaller ones, this may be the same person.
- We agree to notify the Co-op of any changes to contact information in a timely manner.
- We understand that as a Member we will participate in the development, organization and management of the Co-op and will provide such information as may be reasonably necessary to achieve those purposes, retaining always the right to confidentiality over certain privileged information.
- We understand that effective communication is the single most important determinant of a successful licensing relationship; we commit to prioritizing communication with the Co-op, its staff and contractors at all points during the licensing process and beyond.

SIGNATURES:

We, the undersigned, acknowledge the understandings and undertakings above and agree to carry them out in good faith.

On behalf of the [LIBRARY NAME], _____ <i>(name & title)</i> _____ <i>(signature)</i>	On behalf of the BC Libraries Cooperative _____ <i>(name & title)</i> _____ <i>(signature)</i>
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APPENDIX I – SITKA SERVICE SCHEDULE

The Sitka Business Function Group (SBFG) is a collaborative-service Canadian community technology solution, powered by the open source Evergreen ILS. At the time of writing, Sitka connects over 400K registered users with nearly 2.5M physical and electronic resources in hundreds of communities across Canada, and online; Sitka members include public, K-12, private and post-secondary libraries of all sizes, and government departments.

Prerequisites for Implementing Service:

- Canadian knowledge sector institutions;
- Participation in the SBFG is on an opt-in basis;
- Co-op members wishing to be placed on the Sitka implementation schedule must sign an Expression of Interest, complete pre-implementation and connectivity surveys in a timely fashion, and pay a non-refundable implementation deposit equal to twenty-five percent of the applicable first year fees.
- The Cooperative will determine, in communication with the member, (a) the suitability of Sitka for the member and of the member for Sitka; (b) the network and connectivity readiness of the member, and; (c) if appropriate, the project timeline for the member's implementation on Sitka.

Service Levels

Sitka is a Canadian multi-type library community sharing an enterprise class, comprehensive, Evergreen Integrated Library System (ILS) solution. More information about Evergreen is available at: <https://evergreen-ils.org/>

- The Co-op provides dedicated staffing in direct support of Sitka, including a Manager, and personnel for support, data migration, development, training and system administration.
- The Co-op provides several automation systems in support of SBFG activities, including accounting, authentication and self-serve ticketing systems;
- Current Sitka Core Services are as follows:

Evergreen ILS modules

- Circulation
- Cataloguing, including unlimited access to shared bibliographic database as a cataloguing resource
- Reports
- Offline Circulation
- Online catalogue branded with local library branding, and scoped to local searches
- Robust “my account” functionality for users/patrons
- Email notices
- Mobile catalogue
- Booking module
- Holds
- Serials

Functionality & Integration

- Task-based staff permissions and logins
- Consortial advanced features such as regional searching and direct library borrowing
- Unlimited SIP 2.0 licenses (integrates with PC Reservation, Self Check and more)
- Enhanced content (cover art, reviews, table of contents, etc.)
- Real-time authentication for *OverDrive* subscribers
- Real-time authentication to the National Network of Equitable Library Service (NNELS)
- Integration with *One-Click Digital* for subscribed libraries
- Integration with *BiblioCommons*

- Open API framework, from top to bottom; the most modern code base in the ILS marketplace
- (BC public library members) Scheduled uploads to Outlook Online based on library-provided criteria
- (BC public library members) Libraries Branch annual statistics reporting

Canadian Hosting

- 100% Canadian non-profit professional hosting in a secure environment
- System backup and power redundancy
- Hardware procurement, scheduled hardware replacement & lifecycle management
- Network management
- Privacy and Security Management; FIPPA and ISO compliant
- 99% 24X7 system uptime outside of scheduled off-hour maintenance windows

Support and Management

- Qualified, dedicated support and development staff
- Documentation and Training, including unlimited access to web-based video tutorials

System Administration

- 7x5 Help Desk (24x7x365 emergency); phone & email
- Feature development and new features
- Self-serve support ticket system
- Feature request process and development
- Committee Liaison
- Project management
- Data migration from legacy ILS
- Software Testing and upgrade management
- Research and Development
- Co-ordinated development efforts and leadership within the global Evergreen community
- Regular SBFG conference calls

Escalation Process

The primary service contact for Sitka support is: sitka@bc.libraries.coop. Service and Support incidents may be escalated to the Sitka Manager. Beyond the Sitka Manager, the Dispute Resolution clauses in the main body of the Service Management Agreement will apply.

Fees

Please contact the Executive Director's Office. In general, the fee structures are:

- **First Year fees** – including all project management, data migration, training and profiling costs. First year fees are based on service population or FTE tiers, and include consideration of the results of pre-implementation surveys.
- **Recurring fees** – including annual costs for Sitka's comprehensive hosted environment. Recurring fees are based on service population or FTE. Recurring fees are billed annually beginning in the second year a library is a Sitka member, though they are pro-rated in that year.
- **Acquisitions fees** – One time and recurring fees that offset the real costs associated with acquisitions profiling, reporting, training and support.
- **Early Withdrawal fees;** members shall pay a withdrawal fee in accordance with the following schedule:

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Years of Service Consumption	Withdrawal Fee
1 – 3 years	50% of first year fee
3 – 5 years	35% of first year fee
5 + years	Labour costs to extract member data; calculated by the hour

NOTE: All fees are based on “Patron Base” determined as follows:

- Public Libraries – Service Area Population
- Academic Libraries – Funded Full Time Equivalencies (FTEs)
- School Libraries – Funded Full Time Equivalencies (FTEs)
- Private and Specialty Libraries – Active Users (Active library card within the last two years)

Provisions for withdrawal

6 months notice, with payment in full of any fees owing, including Early Withdrawal Fees.

APPENDIX J – SITKA SERVICE SCHEDULE – SUPPLEMENTAL

Business Continuity/Disaster Recovery

The Executive Director's Office will develop plans for the recovery of the Sitka service in the event of a major disaster. The plan will ensure the Member is informed about:

- the reason for the failure;
- remedial actions undertaken; and
- when it is anticipated that service(s) will be restored.

The Member will develop appropriate plans for business continuity that may be invoked in the event of a localized infrastructure failure or a major disaster. Plans should include:

- the identification of data that is essential for library operation that must be maintained locally, both prior to and during a major incident, and;
- procedures for updating data once services are restored.

Continuous Improvement Funds

The Members are responsible for the cost of software enhancements. The Cooperative may facilitate software enhancement by creating Continuous Improvement Fund(s) from available budget.

Continuous Improvement Responsibilities

The Executive Director's Office and the Members are jointly responsible for the continuous improvement that is required for long-term sustainability of the Sitka service.

Staff will:

- develop processes for requesting software and service enhancements;
- initiate and manage software development projects to address Member requirements;
- develop, implement and support processes for software development that includes needs analysis, design, development, and unit and integration testing;
- develop, implement and support common processes and tools for data exchange and system integration;
- conduct problem management and root cause analyses;
- participate in the Evergreen Integrated Library System community
- monitor industry trends and make recommendations for changes based upon best practices;
- assist with the identification of evolving Member needs.

Members will:

- identify and request software and service enhancements using the approved processes;
- participate in priority setting where appropriate;
- participate in fit-gap analyses and business requirements gathering;
- as suits locally, develop, implement and support Member-specific software required to integrate systems with Evergreen;
- support planning and development processes for software enhancement and system integration; and
- take part in software acceptance testing and pilots.

Data Access by the Executive Director's Office

The Executive Director's Office will ensure that enterprise-wide data in the Sitka service will only be accessed by BC Libraries Cooperative personnel or contractors who have a need to access this data in order to perform job tasks required to deliver the service.

Data Conversion

Staff will develop, implement and support common data conversion processes, strategies, data quality standards and tools required to convert, test and load data.

The Member will:

- provide current and historical data in an organized manner suitable for loading using common tools;
- support data conversion processes by providing technical resources, and access to systems and data;
- ensure that data satisfies data quality standards prior to loading; and
- test and verify data conversion processes and share the results with staff.

The Executive Director's Office and a Member may enter into separate agreements to work collaboratively to develop common data conversion tools that may be made available to other Members on a cost recovery basis.

Data Ownership

Data elements that control system behaviour, including enterprise-level code tables and configuration data are managed by staff.

With the exception of control data, all data stored in the Sitka service related to the operations of individual Members is owned by the Members.

Data Quality Responsibilities

Members are responsible for the quality and completeness of their data. These data stewardship responsibilities include:

- designating a contact person who will have primary responsibility for data quality issues;
- communicating with users regarding data quality issues and their resolution;
- ensuring that data entry policies and procedures are being followed;
- ensuring that users receive adequate training on data quality processes; and
- communicating with users regarding data policies, guidelines and procedures.

The Executive Director's Office is a custodian of the data contained in the Sitka service. At the request of Member(s), the Executive Director's Office will:

- investigate data quality issues and make recommendations for corrective action to the Members;
- develop and execute programs and scripts to review and correct data errors, where possible; and
- use system utilities and functions to review and correct data errors, where possible.

Data Sharing Agreement

Sitka boasts a shared Evergreen database. It is a shared data environment; Sitka Member libraries have effectively entered into an agreement to share a database for a variety of operational and financial reasons.

Individual library users must consent to their information being shared from site to site, each time they visit a new Sitka library. In this way, the sharing of personal information receives informed consent. Sitka's Privacy policy is accessible from the Privacy link at catalogue.libraries.coop

Where relevant, each Member will:

- a. develop and maintain processes that ensure systems and data are adequately safeguarded from unauthorized access and that Evergreen is used appropriately in the Sitka context.
- b. periodically conduct security audits and reviews
- c. immediately report to the Sitka Manager any security breach.

- d. develop and publish a computer use policy that includes processes for approving user accounts, monitoring access, following up on employee departures, physical security, security training, and dealing with information security breaches;
- e. designate a contact person who will have primary responsibility for privacy, confidentiality and security-related issues;
- f. establish and maintain a training plan that addresses best practice privacy, confidentiality and security provisions for all employees using Sitka, as appropriate to their job function;
- g. ensure that printed or electronic output that contains personal or confidential information is handled in a secure manner;
- h. ensure that systems are not accessed by any individual except library employees/contractors, or patrons in accordance with user authentication standards defined by the Cooperative;
- i. ensure that passwords meet or exceed industry standards, including standards related to password length and structure, expiry times, and reuse;
- j. ensure that user accounts are unique and not shared;
- k. have employees/contractors sign appropriate computer use/confidentiality agreements and keep them current;
- l. ensure that reasonable security measures, such as screensavers, workstation passwords, firewalls and routers, and encryption on local area networks are in place and being used;

The Executive Director's Office will:

- a. Manage information and security according to the Co-op's Privacy Security Management Plan (PSMP).

Data Standards

Members, either individually or collectively, are responsible for the maintenance of standards for the data that they own. This includes:

- Working within the SBFSG and Cooperative staff to refine system-wide policies and procedures
- Defining security access for Member staff;

Help Desk

Staff will develop, implement and manage a Level 2 Service Desk and associated processes for providing support to Members.

The Member will:

- provide a Level 1 helpdesk as a first point of contact for end-users;
- ensure that Level 1 contacts are qualified and knowledgeable about the systems and associated processes;
- manage communications with the Level 2 Service Desk using established processes; and
- manage the operation of the local Level 1 helpdesk on an on-going basis.

Implementation Completion

The Member will send to the Executive Director's Office an Implementation Completion Declaration when:

- The Sitka service is implemented and becomes the primary administrative system for the Member or one of its libraries; and
- legacy systems are no longer used operationally by the Member or one of its libraries, except for archival, disaster recovery or business continuation purposes.

Upon receipt of the Implementation Completion Declaration – or within 30 days of go-live, whichever comes first - the Executive Director's Office will initiate the collection of any remaining First Year Fees.

Implementation Costs

The Member will pay all local implementation costs, including network and infrastructure costs, conversion and training.

Implementation Plans

Staff will collaborate with Members to develop an implementation planning framework and common tools for use by the Members.

The Member will develop project resource and financial plans for local implementation, business process revision, data conversion, training and helpdesk support for all libraries.

Implementation Responsibilities

The Member is responsible for the implementation of the Sitka service. Each Member will designate a primary Project Management contact for the duration of the implementation process. This person/these people will have primary responsibility for coordinating implementation.

Implementation Schedules

Staff, in coordination with the Member, will develop an implementation schedule for the roll-out of the Sitka service in a member library.

Implementation Training and On-going Training

Staff will develop, implement and manage a program for equipping Member trainers for the Sitka service.

The Member will:

- provide trainers needed to provide training locally for end-users;
- ensure that trainers are qualified and knowledgeable about the systems and associated processes; and
- manage the delivery of end-user training required to support on-going operations.

Local Infrastructure

Staff will provide the specifications for the network and hardware infrastructure required of a member, and convey them in a timely fashion. The Member will provide and maintain the necessary local network and infrastructure.

Responsibility for Use

Members shall be responsible for the activities of its authorized users and ensure that the use of services is in compliance with the standard processes developed by the Members under the terms of this Service Management Agreement.

Standard Operating Procedures

Members will work with staff to establish standard procedures for the operation and use of Evergreen within the SBF. G.

User Satisfaction Reporting

Cooperative staff will define metrics and mechanisms for assessing user satisfaction with the Sitka service, and provide the SBF. G. with a report on user satisfaction at least once a year. Members will participate in programs managed by staff to assess user satisfaction.

APPENDIX K - EXPRESSION OF INTEREST - SITKA

BC Libraries Cooperative
Suite 330, 268 Keefer Street
Vancouver, BC V6A 1X6

DATE

This letter is to express the interest and intention of _____ to become a full Member of the BC Libraries Cooperative and participate in the Sitka Optional Service.

Statement of Understanding:

- As Members, we agree to abide by the provisions of the Service Management Agreement of the Co-op.
- We understand that we commit to treat and deal with the Co-op in good faith and on the assumption that, barring unforeseen circumstances, we will implement the Sitka service, and that participation is at our discretion.
- We understand that in order to be placed on the implementation schedule for the Sitka service we will be required to sign a Membership Agreement with the Co-op.
- We understand that membership in the Co-op will involve payment of fees for membership and the products and services we use.
- We understand that our 25% deposit against First Year Fees confirms our placement in the migration queue and that the 25% deposit fees are non-refundable.
- We understand that our withdrawal from the implementation schedule after considerable implementation work by the Co-op has been completed may result in our obligation to remit payment up to the value of such services and to a maximum of the entire one-time implementation fee.
- As a Member of the Co-op, we agree to appoint an Executive Sponsor, responsible for local resource allocation and for promoting the benefits of participation in the Co-op. We also agree to appoint a Primary Business Contact, responsible for business changes, standards and oversight required to implement Sitka. For many organizations, especially smaller ones, this may be the same person.
- We understand that as a Member we will participate in the development, organization and management of the Co-op and will provide such information as may be reasonably necessary to achieve those purposes, retaining always the right to confidentiality over certain privileged information.
- We understand that effective communication is the single most important determinant of a successful ILS migration; we commit to prioritizing communication with the Co-op, its staff and contractors at all points during the migration process and beyond, beginning with the completion of pre-implementation surveys.
- _____ and the Co-op will work toward placement on the Sitka service implementation schedule according to the criteria established by the Co-op and by agreement of the Parties.
- We understand that – subject to successful completion and analysis of _____ pre-implementation surveys - we will be placed in a “soft-launch” schedule to enable _____ opportunity to join the

implementation schedule for this term and to provide the Co-op flexibility around performance of implementation tasking.

- Once implemented on the Sitka service, _____ will operate only that instance as its production Integrated Library System. _____ may operate a Co-op approved development and/or test bed instance of Evergreen to support the furtherance of Evergreen. _____ may operate a non-approved development and/or test bed instance of Evergreen, providing:
 - the Cooperative is unable to accommodate the specific development needs of the Member within reasonable costs and/or timeframes;
 - such work by the Member does not negatively impact its contribution to the Sitka service or compromise the security or integrity of the Sitka service, and
 - it continuously informs the Co-op of such development work so as to avoid duplication of, and coordinate potential cooperative development efforts with, other Member libraries.

Implementation Team Responsibilities:

The process to launch a library on Evergreen includes, but is not limited to the following general steps. The Implementation Team, consisting of Co-op staff and library staff, are jointly responsible to ensure that all necessary steps are completed in a timely fashion. Some of these steps will require the cooperation/collaboration of the member library.

Steps to Implementation:

1. Introductory call from the Sitka Manager or delegate at least two months prior to launch
2. Provision of a project outline, which will include the specific tasks to be completed by the Cooperative and the Library
3. Completion of a detailed Library Site Survey
4. Extraction of data from the legacy ILS
5. Development of a Circulation Map to indicate how circulation policies will be migrated
6. Development of processes to map patron, bibliographic and item data, as well as associated transactions and fines.
7. Staged training, delivered via webinar, including circulation, cataloguing, reports and local systems administration.
8. Access to a demo server, in order to facilitate the “Train the trainer” model
9. Thorough testing by the Library of the migrated data
10. Support from the Cooperative on the launch day
11. Continued support from the Cooperative during regular business hours post-launch, either by e-mail or by toll-free telephone number
12. After-hours support for emergencies, e.g. Evergreen servers down

Member Library Responsibilities:

1. Completion of a detailed site survey within two weeks after the Introductory Call;
2. Provision of all required data from the Library’s legacy system to the Implementation Team.
 - a. This may be accomplished by sending relevant files to the Data Migration Specialists or by providing the Data Migration Specialists with access, either remotely or on-site, to the legacy system
 - b. Information about any 3rd party applications that interact with the ILS, e.g. Self check-out, PC Management software, etc.
 - c. Data to be retained from patron PAC accounts, such as reading lists
3. Timely response to questions from the Implementation Team about the Site Survey, data extraction, circulation map, etc., which are required in order to successfully migrate the legacy data to Evergreen;

4. If the library has been identified as requiring re-barcoding of patron and/or item barcodes to eliminate overlap with other Evergreen libraries, this work must be completed at least 3 weeks prior to the assigned launch window;
5. Participation of key library staff in initial Evergreen training and a commitment to the “train the trainer” process;
6. Participation of key library staff in all circulation, cataloguing, reports and local systems administration training, as well as any other training required by the Library;
7. Completion of detailed data testing by key Library staff, including immediate notification of any errors or omissions to the Data Migration Specialists;
8. Participation of key library staff on launch day and in the days following launch to resolve any outstanding data issues and work with staff on any workflow issues
9. Maintaining access to the legacy ILS for a period of one year following launch, if possible. It is the library’s responsibility to run historical reports from their legacy ILS prior to conversion to Evergreen, if required for statistical reporting purposes.
10. Adhere to the provisions of the Service Management Agreement and Rules of the BC Libraries Cooperative.

Commitment to Launch Window:

The implementation schedule for the calendar year will be developed with launch windows for each library, e.g. early September, late May, mid October.

Given the scope and cost of the process to prepare a library to implement Evergreen, and out of consideration to other libraries scheduled for implementation, it is essential that the Library is fully committed to their assigned launch window. In addition to a commitment to the launch window, the Library must be committed to ensuring that key staff required to complete the tasks outlined above, are available in the weeks leading up to and including the launch window.

If the Library determines that they are no longer able to meet their assigned launch window, they must immediately inform the Sitka Manager. The Library will be re-assigned a new launch window in the same year only if a launch window has been vacated by another library; in most cases, the Library’s launch will need to be postponed for reconsideration in the next launch year.

The Cooperative will also make every reasonable effort to adhere to the Implementation Schedule. Factors beyond the control of the Cooperative may result in adjustments to the Implementation Schedule, which the Sitka Manager will communicate to affected libraries as quickly as possible.

Extraction of Data from the Legacy ILS:

All reasonable efforts will be made to convert as much data as possible from legacy systems; however, the Library understands that it may not be feasible or possible to convert all historical data. The Library understands and agrees that if it wants/needs access to historical data, they will run the necessary reports from their legacy system prior to conversion.

Commitment to Standards:

Sitka is a shared database for all bibliographic and patron records. While a shared database brings tremendous benefits to the member libraries and their patrons, it requires that library staff follow SBFSG-approved practices and procedures to avoid the potential for data corruption. The Library is required to adhere to all SBFSG standards for cataloguing bibliographic records and maintaining patron records. Throughout the implementation, training and support process, the Cooperative will ensure the Library is made aware of these standards.

Training and Support:

As libraries join the Sitka community, it is expected that they will participate in a “Train the Trainer” approach as well as assisting in supporting fellow community members

BC LIBRARIES COOPERATIVE SERVICE MANAGEMENT AGREEMENT

- The Sitka support team will, at minimum, provide staggered circulation, cataloguing, reports and local systems administration training to up to two people per library or library system.
- Training may be delivered in a variety of ways: on site, on-line (i.e. web-based), or at a mutually agreed upon third party site, or any combination thereof.
- Sitka support will provide train the trainer services on basic library functions in advance of go-live, to allow the local site trainer time to train staff
 - It is expected that these library trainers will be responsible for training current and new staff
- Sitka support will provide documentation where it exists and access to a training server to site trainers, in order to support the “train the trainer” model

In order to reduce overall costs to the community and in order to build a strong network of support for Evergreen:

- Sitka support will coordinate on-site training for several libraries at a time, within federations and/or geographic areas.
- SBFG member libraries may be asked to provide on-site assistance to neighbouring libraries on their launch dates.

Co-op Support will work with each library to develop their final training plan.

PROSPECTIVE MEMBER INFORMATION:

If you become a Member, when will you be ready for implementation?

What is your deadline for implementation?

What is your current ILS?

SIGNATURES:

We, the undersigned, acknowledge the understandings and undertakings above and agree to carry them out in good faith.

On behalf of the [LIBRARY NAME], _____ <i>(name & title)</i> _____ <i>(signature)</i>	On behalf of the BC Libraries Cooperative _____ <i>(name & title)</i> _____ <i>(signature)</i>
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APPENDIX L - SITKA LOCAL SYSTEM ADMINISTRATOR (LSA) AGREEMENT

In accordance with the Sitka privacy policy, and owing to the nature of the Sitka service's shared Evergreen database, all member library staff with Local System Administrator (LSA) credentials are required to sign the following:

I / we have read the Data Sharing Agreement section of the Sitka Optional Service Schedule - Supplemental. I /we understand the Member Obligations contained therein, and will comply with them. I / we further understand that as staff with LSA credentials, certain access to information beyond my member institution may technically be obtained. I / we will not knowingly access that information. If such information is accessed, I / we will notify the Co-op per the process outlined in the Data Sharing Agreement.

Staff Member with LSA credentials:

Name: _____ Title: _____

Signature: _____ Date: _____

Member Organization Delegate:

Name: _____ Title: _____

Signature: _____ Date: _____

Sitka Manager:

Name: _____ Title: _____

Signature: _____ Date: _____

APPENDIX M – WEBMAIL HOSTING SERVICE SCHEDULE

The Co-op currently provides Canadian webmail hosting for nearly 50 members and partners.

Prerequisites for Implementing Service:

- Co-op member;
- Participation in Webmail hosting is on an opt-in basis;
- Pre-payment for the first year's service.

Service Levels

Our Webmail hosting service includes:

- The Co-op provides dedicated staffing in direct support of Webmail hosting activities;
- The Co-op provides several automation systems in support of Webmail activities as well as self-serve ticketing systems;
- Hosting of identified email addresses on the Co-op's webmail server
- Training includes videos and documentation that you can access 24x7;
- Co-op-wide support is available to Webmail members 8 hours a day, 5 days a week, and 24x7 in emergencies: The primary service contact for webmail support is: sysop@bc.libraries.coop

Escalation Processes

Service and Support incidents may be escalated to the Systems Manager. Beyond the Systems Manager, the Dispute Resolution clauses in the main body of the Service Management Agreement will apply.

Fees

Please contact the Executive Director's Office.

Provisions for withdrawal

6 months notice, with payment in full of any fees owing