

Library Participation Form – Northeast Texas Digital Consortium

1. In consideration of participation in the Northeast Texas Digital Consortium (“Consortium”), lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement.
2. Participating Libraries shall pay OverDrive an Annual Participation Fee for joining and ongoing services provided to Consortium. The Participation Fee shall include any and all services relating to use of the Application Services including the Digital Library Reserve (DLR) System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. The Fee shall be based upon Participating Library’s Legal Service Area Population as reported by the then current information available at the Institute of Museum and Library Services (<http://harvester.census.gov/imls/search/index.asp?&LibraryName>).

Annual Fee City of Forney Library *

\$ 3,000

*The current term is two (2) years. The Agreement shall automatically renew for successive terms of twenty four (24) months unless either party gives written notice ninety (90) days before the expiration of the then current term, of intent not to renew. After the current term of two (2) years the Annual Fee is subject to change. The Annual Fee shall be due and payable within thirty (30) days of receipt of invoice.

3. Texas Public Libraries that are members of the Northeast Texas Library System with Legal Service Area Populations under 150,000 shall be eligible to join Consortium. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.
4. The annual Participation Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.
5. This Participation Form is a commitment of the current revenues only of the Participating Library. Participating Library represents and warrants that it has appropriated and budgeted the necessary funds to make all payments required pursuant to this Participation Form for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make payments for the full contract term as scheduled in the applicable payment schedule herein if funds are appropriated for the payment in each succeeding fiscal year by its governing body. Participating Library reasonably believes that monies in an amount sufficient to make all payments can and will lawfully be appropriated. If Participating Library’s governing body fails to appropriate sufficient funds in any fiscal year for payments due and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Participating Library shall give OverDrive immediate notice of such non-appropriation event and provide written evidence of such failure by Participating Library’s governing body; and (2) this Participation Form shall terminate on the first day of the fiscal year in which funds are not appropriated.
6. Each Participating Library will be automatically enrolled in the OverDrive Advantage program at no additional cost.
7. Authorized Patrons and/or Participating Library may access and/or download the Digital Content (i) on Participating Library-issued devices or computers with exclusive and individual unique user accounts; (ii) on Participating Library-issued devices which are circulated in accordance with the OverDrive Test Drive program; (iii) on Authorized Patrons personal devices; (iv) on shared Participating Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and (iv) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.
8. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library’s home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to EBSCOhost, Recorded Books, Ingram and 3M.

9. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Participation Fee.
10. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

Accepted and agreed this ____ day of _____ 2020 by:

 ("Participating Library")

By (signature): _____

Name (Print): _____

Title: _____

Email: _____

OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Please fill out the following with the appropriate contacts:

Billing Contact

Name, email address, and billing address of contact to receive billing:

Name: _____

Email: _____

Address: _____

Phone: _____

ILS Change Contact(s)

Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: _____

Name: _____

Email: _____

Email: _____

Collection Contact(s)

Name(s) and email address of contacts who will work on collection management:

Name: _____

Name: _____

Email: _____

Email: _____

Promotional Materials Contact(s)

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: _____

Email: _____