

1. Introduction

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

Service Provider:

MOBIUS
111 East Broadway, Suite 220
Columbia, MO 65203
877-366-2487 Voice (Toll-free in Missouri) 541-264-7006 Fax

Member:

[Name]
[Address]
[Phone number]

2. Scope

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

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

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

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

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

3. Terms

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

- 4. Systems Software Provided** – MOBIUS licenses software and operates a combined catalog (the MOBIUS Union Catalog) of member libraries' holdings to promote resource sharing among members. For some members, MOBIUS also licenses software to provide catalogs of discrete library(ies) holdings, as well as library management systems that include functions such as catalog record creation, circulation transactions, acquisitions transactions, inventory control, etc. Local systems may be hosted on MOBIUS-managed hardware or may be operated and managed by a single library or group of libraries and connected to the MOBIUS Union Catalog through software managed by MOBIUS.
- 5. Systems Services Provided** – MOBIUS provides, or contracts to provide, the following services in support of member library operations. Such services apply to the operation and maintenance of the MOBIUS Union Catalog, as well as all other servers, services, or computer systems hosted or managed by MOBIUS, unless otherwise specified in a separate agreement.

5.1. Availability

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

5.2. Environment

MOBIUS will ensure that all computer hardware is located in an appropriate environment and that all appropriate security measures are in place to ensure that hardware, software, and data are protected from all threats, both physical and electronic. MOBIUS also ensures that appropriate disaster recovery guidelines and procedures are in place in the event of a disaster.

5.3. Monitoring

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

5.4. Hardware

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

5.5 Software Maintenance

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

5.6. Routine Data File Updates and Maintenance

MOBIUS performs routine data file maintenance for systems it hosts or manages. The cost of routine maintenance operations is included in member assessment fees and includes all record data loads and accompanying authority processing for records loaded to the MOBIUS Union Catalog. For a list of routine maintenance operations, see the MOBIUS web site.

6. Services and Products – Information on services and products is provided in *MOBIUS Policy on Charges for Services and Products* and *MOBIUS Schedule of Charges*.

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

Help Desk Hours of Operation

Monday- Friday, 8:00 am-5:00 pm, Central time
(Closed during posted holidays)

Contact the Help Desk

Phone: 877-366-2487 (Voice)

Email: help@mobiusconsortium.org

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

EMERGENCY Contacts (level 1 severity only)

Phone: 877-366-2487 (Press 2)

help+emergency@mobiusconsortium.org

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

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

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

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

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

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

8. Training - MOBIUS provides multiple training opportunities:

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

9. Documentation – Documentation, or links to documentation, is provided on the MOBIUS web site when available.

10. Network Connectivity – MOBIUS contracts for network connectivity to all the computer hardware used to support the systems it hosts or manages as well as for network connectivity for the MOBIUS office. However, network connectivity from member locations to the Internet are the responsibility of each member. MOBIUS staff will assist members in troubleshooting network connectivity issues but it is ultimately the responsibility of the member to resolve all issues with its Internet Service Provider (ISP) and the network administrator of its local or wide area network.

11. Delivery Service – MOBIUS contracts for the delivery of library materials to each member library on a daily business basis (Monday through Friday) all year. The main library of each member organization participates in the delivery service as evidence of its commitment to resource sharing. The cost of the delivery service for the main library is included in the annual MOBIUS fee, unless the member qualifies for delivery service through the Missouri State Library. A member may request additional delivery stop(s) at additional location(s) within its organizational structure for additional fee(s). Such additional delivery stops may be five days a week or fewer with the cost pro-rated. MOBIUS posts on its web site the day(s) each library is closed as notification that library items will not be delivered or picked up on specific day(s) at that specific location.

12. Communication – In order to provide timely and useful information and promote member satisfaction, MOBIUS is committed to multiple avenues of effective communication. MOBIUS maintains an extensive web site at which includes *MOBIUS Bylaws*, policies, procedures, user documentation, member lists, committee meeting agendas and minutes, etc. MOBIUS also maintains multiple distribution lists, arranges and supports member meetings both in-person and electronically, provides email updates, and publishes an annual report and newsletter. As resources are available, MOBIUS sponsors an annual conference.

13. Statistics – MOBIUS provides a lending/borrowing statistical report which is posted to the MOBIUS website monthly.

14. Member Responsibilities - Members are responsible for:

- a) Paying all fees and assessments in a timely manner
- b) Complying with *MOBIUS Bylaws* and all policies and procedures as found on the MOBIUS web site
- c) Participating in the consortium delivery service to support resource sharing
- d) Acquiring local computer hardware with sufficient capabilities to conduct library operations from MOBIUS hosted or managed systems
- e) Acquiring network connectivity from the member location(s) to the Internet, including access through a firewall
- f) Communicating with MOBIUS **before** acquiring or licensing products which MOBIUS will be asked to host or manage or for which MOBIUS will be asked to provide data output
- g) Communicating with the MOBIUS Help Desk concerning a problem or enhancement of MOBIUS hosted or managed vendor products
- h) Providing as much information as possible about a problem when contacting the MOBIUS Help Desk for problem resolution
- i) Maintaining and securing local system authorizations
- j) Updating local data files from reports generated by MOBIUS data processing activities, such as local authority control processing
- k) Notifying MOBIUS when a library is closed and unable to send or receive materials from other libraries
- l) Providing required interlibrary lending and borrowing statistics on a monthly basis.

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

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

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

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

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

APPROVED AND ACCEPTED:

For [Member name]

Signature: _____

Date: _____

Print Name: _____

Title: _____

For MOBIUS

Signature: _____

Date: _____

Print Name: _____

Title: MOBIUS Executive Director