

**MISSISSIPPI LIBRARY COMMISSION
SUBSCRIPTION RENEWAL AGREEMENT**

1. Purpose

This agreement creates a binding agreement between **OCLC Online Computer Library Center**, hereinafter referred to as “**the Vendor**” and the **Mississippi Library Commission**, hereinafter referred to as “**the Library Commission.**”

With this agreement, the Library Commission will utilize subscription services for OCLC First Search/WorldCat Discovery for the MAGNOLIA database.

2. Scope of Services

Per Attachment A, the Vendor will provide subscription services from August 1, 2025-July 31, 2026 for the following products:

FirstSearch/WorldCat Discovery

3. Contacts

The following staff has been empowered by the Library Commission to act as duly authorized representatives for this Agreement:

Primary: Jennifer Lena
 jlina@mlc.lib.ms.us
 601-432-4042

Secondary: Lynn Burris
 lburris@mlc.lib.ms.us
 601-432-4098

The contact information for the Vendor:

Contractor: OCLC
 Mary Miller
 6565 Kilgour Place
 Dublin, OH 43017-3395

Payment Address: OCLC
 #77418 4418 Solutions Center
 Chicago, IL 60677-4004

4. Relationship of Parties

It is understood by both parties that the Vendor is independent from the Library Commission and is not an employee of the Library Commission. The Library Commission, therefore, will not maintain any of the duties of an “employer” with respect to the Vendor.

Is the Vendor a retired Mississippi state government employee? (Circle one option)

Yes

☒ No

Not Applicable (corporation or similar entity)

5. Period of Performance

This subscription agreement will become effective for the period of August 1, 2025 and ending on July 31, 2026 upon the approval and signature of the parties hereto.

6. Terms of Payment

- A. The Library Commission will compensate the Vendor a flat fee of \$95,446.78 for subscription services defined in Attachment A.
- B. Complete and correct invoice shall be submitted by the Vendor to the Library Commission after services are provided. Complete and correct invoices are payable within forty-five (45) days of receipt by the Library Commission. Any and all payments are subject to all regulations and laws applicable to payments made by the State of Mississippi.

7. Modification / Amendments to Agreement

This agreement may be modified or amended at any time during the agreement period. Said modification(s) or amendment(s) must be agreed upon and signed by both parties.

8. Compliance with Mississippi Code §39-3-25

Vendor attests that the services provided will comply with *Miss. Code* §39-3-25.

9. Governmental Entity

The Vendor recognizes and acknowledges that the Library Commission, as an agency of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid. Further, by entering into this Agreement the Library Commission, as an agency State of Mississippi, does in no way waive its sovereign immunities or defenses as provided by law.

10. Notification of Unauthorized Disclosures

The Vendor acknowledges and agrees to be bound by the requirements of *Miss. Code Ann. §75-24-29* which governs the obligations of the Vendor in the event a breach of non-public personal data related directly or indirectly to the Vendor's performance under this Agreement.

11. Entire Agreement

- A. If there is any conflict(s) between this Agreement and any other Agreement, Contract, or Schedule (verbal or written), the terms of this Agreement and the Attachments will prevail.
- B. This Agreement and Attachments shall be governed by the laws of the State of Mississippi. venue for the resolution of any dispute shall be in Jackson, Hinds County.
- C. This Agreement is hereby made subject to the terms and conditions of the "Master Service Agreement" signed by both parties and included Schedule 3A. This Attachment and related Schedule are included as Attachment B.

Acceptance of Agreement

By entering into this agreement, the Vendor attest to the fact they are not currently disbarred or suspended from receiving monies through agreements paid with federal funds.

By entering into this agreement, the Vendor also assures the Library Commission that all applicable federal and state laws will be followed in regards to services rendered under this agreement.

Both parties hereby acknowledge and accept the terms and conditions of this Agreement as evidenced by the signatures of these authorized persons set forth:

MISSISSIPPI LIBRARY COMMISSION

Jennifer Lena

Jennifer Lena

Jul 31, 2025

Date

CONTRACTOR

Julie Presas

OCLC Online Computer Library Center

Julie Presas, Chief Legal Officer

7/29/2025

Date

Agreements over \$10,000.00 requires the signature of the Executive Director

Jennifer Lena

Hulen Bivins, Executive Director
Mississippi Library Commission

Jul 31, 2025

Date

ATTACHMENT A



Group Renewal ID GQ1403

OCLC Group Pricing Mississippi Library Commission

5/1/2025

Mississippi Library Commission
Jennifer Lena
3881 Eastwood Dr
Jackson MS 39211
United States

Item	Description	Amount
3000001	FirstSearch	\$95,446.78
TOTAL (USD)		\$95,446.78

Subscription Renewal Date: 8/1/2025 - 7/31/2026

Billed To: Mississippi Library Commission (OCLC Symbol: MPC)

NOTES:

All Mississippi public libraries, Mississippi public colleges and universities, and Mississippi schools and school districts under the Mississippi Department of Education are included in this contract.

We appreciate your subscription to OCLC services and hope you are pleased with the service and the support you have received during the past year. Your subscription(s) will automatically renew on 8/1/2025.

If you wish to continue your subscription as is, with no changes, no action is required by you at this time. If you wish to change or cancel your subscription(s) please contact OCLC Order Services at orders@oclc.org. If your institution requires a PO, please provide the new details to OCLC prior to your renewal date.

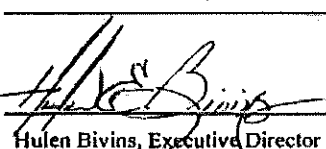
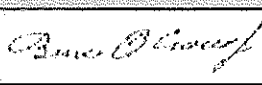
PLEASE NOTE: If your contract permits cancellation during this subscription period, we require written confirmation at least 30 days before your renewal date of 8/1/2025

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties.



Master Services Agreement
Please print or type

Section 1 Institution Information & Signatures

INSTITUTION NAME ("Institution") Mississippi Library Commission			
LIBRARY NAME (if different from Institution Name)			OCLC SYMBOL (if any)
STREET ADDRESS 3881 Eastwood Drive			
CITY Jackson	STATE MS	ZIP/POSTAL CODE 39211	COUNTRY USA
CONTACT PERSON Tracy Carr		TITLE Library Services Director	
TELEPHONE NUMBER 601-432-4450	FAX NUMBER 601-432-4486	E-MAIL ADDRESS tcarr@mlc.lib.ms.us	
BILLING ADDRESS (IF DIFFERENT FROM ABOVE) or NOTICE ADDRESS (IF DIFFERENT FROM ABOVE)			
STREET ADDRESS			
CITY	STATE	ZIP/POSTAL CODE	COUNTRY
CONTACT PERSON		TITLE	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	
Is Institution considered exempt from tax in the country in which it is located? ☒ Yes ☐ No			
By signing below, Institution; (1) acknowledges that Institution has read and agrees to the terms of this Master Service Agreement ("MSA" or "Agreement") to become effective upon full execution of the Agreement ("Effective Date"); (2) warrants that it has made no unilateral changes to the terms of the Agreement since last received from OCLC; (3) orders access to the Products and Services as specified in this Agreement; and (4) warrants that it has the authority to enter into this Agreement.			
INSTITUTION: Mississippi Library Commission			
Authorized Signature 		Date: 11/18/19	
Name & Title: Hulen Bivins, Executive Director			
Accepted By: OCLC, INC. 			
Bruce Crocco, Vice President		Effective Date: 2019 November 12	
Notice Address for OCLC: OCLC. 6565 Kilgour Place Dublin, Ohio 43017-3395 FAX: 614-764-0740 Attention: Legal Department E-mail: legal@oclc.org			



Section 2 Scope & Construction

This Agreement establishes the general terms and conditions for the provision of Products and Services. Additional Product or Service-specific terms and conditions are set forth in one or more schedules ("Schedules"), and are made a part of this MSA. In case of a conflict in terms between the MSA and any applicable Schedule, the terms and conditions of the Schedule shall prevail. If Institution orders additional Products or Services after its initial order and such order includes a master services agreement with the Schedule, this initial, executed MSA controls in lieu of such attached master services agreement.

Section 3 Definitions

- 3.1 **Bibliographic Data** means all the bibliographic data (including subject data, such as local key words and subject headings), descriptive metadata, relationship metadata and other metadata of the type stored in WorldCat.
- 3.2 **Holdings Data** means all the ownership and license data in relation to Institution's collection (including electronic resources).
- 3.3 **Hosted Services** means the hosted services made available by OCLC which Institution may access pursuant to this Agreement. The Hosted Services are described in detail in the applicable Product Descriptions but do not include services (including API's and the like) provided by third parties.
- 3.4 **Institution Data** means (i) the Holdings Data in relation to Institution's collection; (ii) all the data that forms part of the library process or the internal operations of the Institution, such as circulation, patron, and acquisition data; and (iii) all other data and content that is produced, sent or reproduced through the Services by the Institution or made available to OCLC in connection with the Services.
- 3.5 **Internal Data** means Institution Data intended exclusively for internal use by the Institution.
- 3.6 **Product Descriptions** means the descriptions of the Products and Hosted Services as made available at www.oclc.org and as updated from time to time by OCLC.
- 3.7 **Products** mean the OCLC software, hardware, and other products licensed to Institution pursuant to this Agreement. The Products are described in detail in the applicable Product Descriptions but do not include products provided by third parties.
- 3.8 **Professional Services** means the services that OCLC provides to Institution under this Agreement in connection with the Products or Hosted Services, such as data migration, configuration, consultancy, support, and training.
- 3.9 **Services** mean the Hosted Services and Professional Services.
- 3.10 **Shared Data** means the Institution Data made available by Institution to the public or to third parties selected by the Institution (such as other participants or users) or that by its nature is intended for use outside the Institution's organization, such as Bibliographic Data, Holdings Data, and other data not considered Internal Data.
- 3.11 **Systems** mean the facilities, server(s), equipment, operating software, and connectivity used to provide the Services.
- 3.12 **WorldCat** means the databases of Bibliographic Data, Holdings Data, and related files maintained by OCLC.

Section 4 Products and Services

- 4.1 **General.** OCLC will provide Institution those Products and Services to which it subscribes, in accordance with this Agreement and as described in the version of each Product or Service's respective Product Description active on the Effective Date. Product Descriptions and brochures can be found at <https://www.oclc.org/en/services.html>. Institution shall provide OCLC with the assistance and information OCLC reasonably needs to perform the Services properly or where OCLC otherwise reasonably requests. OCLC shall not be liable for any failure to perform its obligations arising from Institution's failure to provide such assistance or information.
- 4.2 **License.** Subject to the terms of this Agreement and the applicable Schedule(s), Institution's license to use the Products and Services identified in the executed Schedules may be pursuant to a hosted license (for Hosted Services) or a non-hosted license (for Products). For Products paid for by Institution, OCLC grants Institution a nonexclusive, nontransferable license to install and use the Product solely for the noncommercial purposes described in the Product Description and the applicable Schedule. For Hosted Services subscribed to by Institution, OCLC will provide access to the Hosted Service, and if applicable a license to install and use any local software components of the Hosted Service, all solely for the noncommercial purposes described in the Product Description and the applicable Schedule.
- 4.3 **Modifications.** OCLC may change or modify a Product or Service from time to time in its discretion. OCLC shall notify Institution should there be any material changes to the respective Product or Service by such means as reasonably determined by OCLC. Any new Product or Service functionality made available by OCLC shall be subject to this Agreement.
- 4.4 **Support.** Support services will be provided in accordance with the support service description available at <http://www.oclc.org/support/home.en.html>. Generally email support is available at support@oclc.org and telephone support is available at 1-800-848-5800.
- 4.5 **OCLC Intellectual Property.** OCLC and/or its licensors or suppliers are the exclusive owners of and retain all right, title, and interest (including all copyrights, trademarks, patents, and any other proprietary rights) to the Products, Services, WorldCat, and all other materials produced or provided by OCLC. All rights not expressly granted by OCLC are reserved.
- 4.6 **Limitations.** Institution shall only use the Products and Services in accordance with the terms of this Agreement and for the purposes specified in the Product Descriptions.

Section 5 Term and Termination

- 5.1 Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect until all active Schedules are terminated in accordance with Section 5.2. Unless otherwise specified in a pricing document, individual Schedules shall commence upon execution and shall remain in full force and effect for the duration that Institution has access to the applicable Products or Services.
- 5.2 Termination.** This Agreement or individual Schedules may be terminated in one of the following ways:
- a) By either party, effective at the end of the initial subscription period or any renewal period, by providing the other party with at least 30 days prior written notice of its desire to not renew a Product or Service;
 - b) By either party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for all or a substantial part of its property, is subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated, voluntarily or otherwise;
 - c) By the non-breaching party if a party commits a material breach of its obligations under this Agreement and has not cured such breach or failure within 30 days of receiving written notice from the non-breaching party. OCLC reserves the right, however, to immediately suspend Institution's access to the OCLC Services in the event of Institution's material breach until such time as the material breach is cured; or
 - d) As otherwise explicitly provided in this Agreement.
- 5.3 Effect of Termination.** Termination of this Agreement shall terminate all Schedules, termination of a Schedule will not terminate the Agreement or any other Schedule. Upon termination of this Agreement or any Schedule, the rights granted by OCLC in the applicable Schedule or Agreement are terminated unless otherwise provided in such Schedule. After termination and upon request, OCLC will promptly return or destroy all applicable Institution Data, except however, OCLC may retain Institution Data in back-up files provided that the confidentiality and security obligations contained herein shall apply. OCLC will provide Institution access to Institution Data for 90 days after the effective date of termination, after which, OCLC shall have no obligation to maintain any Institution Data.

Section 6 Fees and Payment Terms

- 6.1 Fees.** Institution shall pay the applicable charges based on their agreed upon pricing document or, in the absence of an agreed upon pricing document, OCLC's prevailing price for the Products and Services. Fees are exclusive of any taxes and shall be paid in the currency and to the address stated on the invoice. Institution shall pay such tax to OCLC or other entity, as appropriate. Institutions exempt from taxation shall supply a valid exemption certificate upon request. Institution's failure to fully pay any fees or taxes within 60 days after the applicable due date will be deemed a material breach of this Agreement, justifying OCLC's suspension of Products and Services.
- 6.2 Price Changes.** OCLC reserves the right to change any price/fee, provided that OCLC provides Institution written notice of the change at least 60 days prior to the date the change is to become effective. Notwithstanding the foregoing, OCLC will not change any prices/fees contained in an agreed to price quote or renewal notice prior to the expiration of the quote or renewal notice.
- 6.3 Non-refundable.** Institution will not be entitled to a refund of any implementation or pre-paid fees under this Agreement unless (i) OCLC terminates the Agreement or a Schedule pursuant to Section 5.2 (a), or (ii) Institution terminates the Agreement or a Schedule pursuant to Section 5.2 (c); in which event, OCLC will refund that portion of fees pre-paid by Institution corresponding to the period after termination.

Section 7 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND EXCEPT TO THE EXTENT EXPLICITLY PROHIBITED BY MISSISSIPPI LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND OCLC AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. OCLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL ALWAYS BE ACCESSIBLE, FREE OF HARMFUL COMPONENTS, ACCURATE OR ERROR-FREE. IN NO EVENT WILL OCLC BE LIABLE FOR ANY LOSS ARISING OUT OF FAILURE OF THIRD PARTY PRODUCTS OR SERVICES OR OTHER EVENTS OUTSIDE OF OCLC'S REASONABLE CONTROL. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

Section 8 Privacy and Security

- 8.1 Data Security.** OCLC has implemented and shall maintain commercially appropriate, reasonable and customary controls to ensure the security, confidentiality, and protection against unauthorized access to, use, or disclosure of Internal Data. Institution shall obtain and maintain all necessary consents from all users for OCLC to provide the Service and for Institution's and users' access, monitoring, use, disclosure, and transfer of Internal Data.
- 8.2 Audit.** OCLC will (i) implement administrative, physical, and technical safeguards in accordance with accepted industry practices including conducting audits in accordance with the ISO/IEC 27001 standard (or subsequent comparable standard) and (ii) as reasonably requested by Institution, provide Institution with a copy of the certificate of registration for such

standard along with any relevant reported deficiencies regarding non-compliance together with corrective action plans for addressing such deficiencies identified in the report.

- 8.3 Nondisclosure of Internal Data.** OCLC shall hold all Internal Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Internal Data for any purpose other than to provide the Service or as may be authorized in writing by Institution. OCLC shall not disclose Internal Data to any other party except: (a) to OCLC employees, agents, subcontractors and service providers, to whom Internal Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) to protect the rights or property of OCLC or OCLC customers, including the enforcement of OCLC agreements or policies governing Institution's use of the Service; (d) to involve and cooperate with law enforcement or the appropriate legal authorities in investigations, and to protect Systems and OCLC's customers, or (e) as authorized by Institution in writing.
- 8.4 Prohibitions.** Institution expressly warrants that it will not enter, submit, transfer, or store in the Service any of the following types of information: Social Security Numbers (or other national identification numbers), financial account numbers, credit card or debit card numbers. OCLC will have no liability, and Institution expressly releases OCLC from any liability, associated with the loss, theft, disclosure or misuse of such information.
- 8.5 Data Transfer.** As part of providing Services, OCLC may store and process Institution Data in the United States or any other country in which OCLC or its affiliates, subsidiaries, or agents maintain facilities. By using the Service, Institution consents to this transfer, processing, and storage of Institution Data to or by OCLC, its service providers, and affiliates subsidiaries or agents, over state and international borders as necessary to provide the Service in accordance with OCLC's standard business practices. Notwithstanding the foregoing, OCLC shall house Institution's WorldCat Institution Data in the United States.
- 8.6 Unauthorized Disclosures.** OCLC will promptly notify Institution in the event of a verified breach of non-public personal data unless such breach is unlikely to result in material harm to Institution or the data subject, or as otherwise provided by law. Institution agrees that it shall be Institution's sole responsibility to determine whether a breach is subject to state, federal or national breach notification laws and requires breach notification ("Breach Notification"). In the event that Institution determines that a breach requires Breach Notification, OCLC agrees that it will reasonably cooperate with Institution in regards to Institution's Breach Notification obligations as specified in the applicable law, including Institution's investigation, enforcement, monitoring, document preparation, Breach Notification requirements, and reporting. Institution shall be solely responsible for notifying all individuals subject to Breach Notification, however OCLC reserves the right to first review all notifications before they are sent.

Section 9 Limitation of Liability

OCLC WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, INSTITUTION'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF OCLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, OCLC'S LIABILITY TO INSTITUTION FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT INSTITUTION ACTUALLY PAID OCLC FOR THE INDIVIDUAL IMPLICATED OCLC PRODUCTS OR SERVICES COVERED UNDER THIS AGREEMENT OVER THE 12 MONTHS PRIOR TO WHICH SUCH CLAIM AROSE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. FEES UNDER THIS AGREEMENT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED). THIS SECTION IS NOT APPLICABLE TO THE EXTENT EXPLICITLY PROHIBITED BY MISSISSIPPI LAW.

Section 10 Use of Products and Services

10.1 Institution Data

- a) **Ownership.** Institution, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Institution Data, except for rights granted to OCLC and its affiliates under this Agreement. Institution is solely responsible for the accuracy, completeness, and legality of Institution Data. Institution is responsible for obtaining all permission and other rights necessary to provide Institution Data to OCLC. Institution will not provide OCLC with Institution Data that Institution does not have the right to provide for use in connection with the Products or Services.
- b) **License Rights.** Institution grants OCLC a global, non-exclusive, royalty-free, transferable and sub-licensable right to use the Internal Data to the extent necessary for the provision of the Products and Services. Institution grants OCLC, OCLC participants, non-participant users, and OCLC designees a global, perpetual, non-exclusive, royalty-free, transferable, and sub-licensable right to host, reproduce, transmit, store, publish, distribute, modify, create derivative works from, and

otherwise use Shared Data. Institution Data shall be supplied to OCLC in a format compatible for use with the Products and Services.

10.2 Confidentiality. Institution agrees to maintain the confidentiality of OCLC's pricing information for 3 years from receipt by Institution. It shall not be a violation of this section to disclose information as required by applicable law (including public records acts), valid court order, or legal process.

10.3 Acceptable Use Policy ("AUP")

- a) **General.** Institution agrees not to use, and not to allow third parties including users to use the Products or Services: (a) to distribute viruses, worms, Trojan horses, corrupted files, or other items of a destructive or deceptive nature; (b) to engage in or promote any unlawful, invasive, infringing, defamatory, or fraudulent activity; (c) to violate, or encourage the violation of, the legal rights of others; (d) to interfere with the use of a Product or Service, or the equipment used to provide Products or Services; (e) to use the Products or Services, or any part thereof, in a manner that violates the terms of service of any other Products or Services; (f) to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam"); (g) to alter, reverse-engineer, interfere with, circumvent, copy, or create a derivative work of, any aspect of the Product or Service (except with the express, written consent of OCLC or applicable law specifically prohibits this restriction); (h) to omit, obscure or hide from any user any notice of a limitation of warranty, disclaimer, copyright, patent, trademark, trade secret or usage limitation or any splash screen or any other terms or conditions intended to be displayed to a user by OCLC or OCLC supplier; or (i) to post, send, or make available software or technical information in violation of applicable export controls laws. Institution agrees that OCLC is authorized to monitor communications into and out of the System to prevent the introduction of viruses or other hostile code, to prevent intrusions, provide support, and to otherwise enforce the terms of this Agreement. Institution agrees to reimburse OCLC for all reasonable and verifiable costs associated with OCLC's compliance with governmental requests relating to Institution or Institution Data, including, but not limited to, warrants, subpoenas, and judicial orders. Notwithstanding the foregoing and to the extent permitted by law and law enforcement, OCLC will make reasonable efforts to notify Institution when a disclosure of Institution Data has or is to be made.
- b) **Credentials.** Institution shall exercise all commercially reasonable efforts to prevent unauthorized use of the Products and Services and is solely responsible for any and all use, including unauthorized use, of the Products and Services initiated using Institution's credentials. Institution shall immediately notify OCLC of a suspected or actual loss, theft or disclosure of any credentials and of any unauthorized use of a Product or Service. Should OCLC become aware of unauthorized use of Institution's credentials or unauthorized access to a Product or Service, OCLC may notify Institution and deactivate affected credentials. OCLC will provide Institution with administrative credentials to access and use the applicable Product or Service. Institution is responsible for authorizing user access to the Products or Services, assigning privileges, and creating, maintaining, and terminating accounts.
- c) **Enforcement by OCLC.** OCLC reserves the right to: (i) investigate any violation of this AUP or misuse of Products or Services; (ii) enforce this AUP; and (iii) remove or disable access, screen, or edit any Institution Data that violates these provisions. Without limitation, OCLC also reserves the right to report any activity (including the disclosure of appropriate Institution Data) that it suspects violates any law or regulation to appropriate law enforcement, regulators, or other appropriate third parties. OCLC may cooperate with appropriate law enforcement by providing network and systems information related to allegedly illegal or harmful content. VIOLATION OF THIS AUP MAY RESULT IN THE SUSPENSION OF OCLC SERVICES AND SUCH OTHER ACTION AS OCLC REASONABLY DEEMS APPROPRIATE. REPEATED OR WILLFUL VIOLATION OF THIS AUP MAY, IN OCLC'S SOLE DISCRETION RESULT IN THE TERMINATION OF THE AGREEMENT, ANY SCHEDULE, OR OCLC SERVICE.

Section 11 Warranties

OCLC warrants that any Professional Services will be performed in a professional and workman-like manner and that, when operated in accordance with the Product Description, the Products and Hosted Services will be capable of performing substantially in accordance with the functional specifications set forth in such Product Description. If any Products or Services fail to comply with the warranty set forth above, OCLC will make reasonable efforts to correct the noncompliance provided that OCLC is given notice of the noncompliance within 30 days and OCLC is able to reproduce the noncompliance. If OCLC is unable to correct the noncompliance, Institution may terminate the Schedule for the relevant Product or Hosted Service in accordance with Section 5.2(c) and will be entitled to a refund of an equitable portion of fees paid for the relevant Product or Hosted Service after such noncompliance was reported. OCLC and Institution each warrant that its entry into this Agreement does not violate any other agreement to which it is a party, and that its performance under this Agreement will be in conformance with all applicable laws and government rules and regulations. Institution warrants that it possesses all rights necessary to enter into this Agreement and grants the rights described in this Agreement such that OCLC will not infringe upon or otherwise violate any intellectual property rights or other rights of a third party or violate any laws by exercising the rights and licenses granted under this Agreement. To the extent permitted by law, Institution hereby indemnifies OCLC from any such claims in this respect.

Section 12 General

12.1 OCLC Membership. As a subscriber to OCLC's Services and Products as described in this Agreement, Institution – and each library owned or operated by Institution – may be eligible for membership in the OCLC cooperative. Membership qualifications for the OCLC cooperative can be found at <http://www.oclc.org/content/dam/oclc/membership/Membership-Criteria-FY15.pdf>. If Institution's subscription qualifies it as a member, Institution permits OCLC Member Relations to contact its library staff directly in separate communications, to provide new member information regarding voting and

- updates, Member groups, councils, and events, for OCLC Global and Regional Councils specific to Institution's region. As a member, Institution agrees to abide by the requirements and policies applicable to OCLC members.
- 12.2 No Assignment.** Institution may not assign, without the prior written consent of OCLC, any rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.
- 12.3 Independent Contractors.** The relationship of the parties is that of independent contractors, and no agency, employment, partnership, joint venture, or any other relationship is created by this Agreement.
- 12.4 Force Majeure.** Neither party shall be responsible for losses or damages to the other occasioned by delays in the performance or the non-performance of any of said party's obligations (other than the obligation to make payments when due) when caused by acts of God, acts of the other party or any other cause beyond the control of said party and without its fault or negligence.
- 12.5 Non-Waiver.** A failure or delay in enforcing an obligation under this Agreement does not prevent enforcement of the provision at a later date. A waiver of a breach of one obligation does not amount to a waiver of any other obligation, and it will not prevent a party from subsequently requiring compliance with that obligation.
- 12.6 Severability.** If any provisions of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement.
- 12.7 Entire Agreement.** This Agreement and any Schedules constitute the complete agreement between the parties and supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter of this Agreement. If Institution's accounting representatives require the use of a purchase order to facilitate payment for Products and Services contemplated in this Agreement, Institution agrees any and all terms and conditions contained in such purchase order are null and void, and do not apply to this Agreement. OCLC will provide invoices in response to purchase orders solely to facilitate payment and for the convenience of Institution; in no case, however, will OCLC's issuance of an invoice constitute an acceptance of terms contained in a purchase order. OCLC provides Services and Products to Institution solely pursuant to this Agreement; OCLC shall never provide Services or Products pursuant to, or as a result of, a purchase order. Except as otherwise provided herein, this Agreement may not be amended or supplemented except in a writing duly executed by both parties.
- 12.8 Notice.** Except as stated elsewhere in the Agreement all notices shall be in writing and shall be deemed sufficient if (a) received by a party via e-mail to the e-mail address for such party set forth in Section 1, (b) delivered by hand, or (c) sent by certified or registered mail, return receipt requested, to the address for such party set forth in Section 1, or to such other address as has been furnished by means of a notice given in accordance with this Section.

Notice Address for OCLC:

OCLC, Inc.
6565 Kilgour Place
Dublin, Ohio 43017-3395
FAX: 614-764-0740
Attention: Legal Department
E-mail: legal@oclc.org

- 12.9 Counterparts.** This Agreement may be executed in counterparts and/or via facsimile transmission or electronic copy, any one or form of which will be deemed to constitute an original, but all of which will constitute one instrument.

Section 13 Special Terms for Group Orders Only

Where a lead institution in a consortium (the "Group Administrator") is ordering on behalf of itself and other consortium members, Section 13 applies:

- 13.1 Ordering.** Group Administrator may order the Service on behalf of consortium members by completing the relevant portions of the agreed upon pricing or order document and agreeing to this Agreement. Group Administrator also orders and allocates authorizations and passwords for the Service on behalf of consortium members listed on the agreed upon pricing or order document. Group Administrator is not a buyer of the Service for resale. Any material change in group membership or group participation may result in commensurate changes in the fees for the applicable Service.
- 13.2 Consortium Member's Agreement.** Group Administrator warrants, as the consortium agent, that it is authorized to and hereby binds consortium members to this Agreement. Group Administrator shall provide each consortium member with a copy of this Agreement prior to Product and Service activation. Each order for consortium members shall constitute a binding contract between OCLC and the consortium member.
- 13.3 Payment by Group Administrator.** Group Administrator shall be liable for paying to OCLC all charges and applicable taxes, if any, taking into account Institution's relevant tax-exempt status, for consortium members for the Products and Services in accordance with the terms of this Agreement.
- 13.4 Non-exclusivity.** Nothing herein shall limit OCLC's right to distribute any Products or Services independent of Group Administrator.

MASTER SERVICE AGREEMENT ATTACHMENT A – OCLC SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the service level and performance objectives of OCLC in providing the Hosted Services (as listed in Section 1 of this SLA) to Institution (the "Systems"). OCLC will use commercially reasonable efforts to meet the following service level and performance objectives to support the operation of the Systems.

1. Covered OCLC Services

This SLA applies only to Hosted Services that are: (1) listed below; and (2) subscribed to by Institution.

WorldShare Acquisitions
WorldShare Circulation

WorldCat Discovery Services
Hosted CONTENTdm
Hosted EZproxy
WorldShare Interlibrary Loan
WorldShare License Manager
WorldShare Collection Manager
WorldShare Record Manager
Tipasa
Wise

2. Uptime Commitment

OCLC will use commercially reasonable efforts to ensure that the Hosted Services are available 99.5% of the time (the "Uptime Commitment"). Availability will be measured as follows:

- Availability = $(T-D)/(T) \times 100\%$
- T = the total number of minutes in the respective month.
- D = the total number of minutes of downtime in the month excluding planned outages for scheduled maintenance, telecommunications or power disruptions caused by third parties, any other causes beyond OCLC's reasonable control, and excluding other times described herein.

OCLC will notify Institution promptly of any factor, occurrence, or event coming to its attention likely to affect OCLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption in the Hosted Services.

Scheduled maintenance may occur any Sunday during a 4-hour window and may occasionally be extended. Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime. In the event planned emergency maintenance is required, OCLC will make commercially reasonable efforts to notify Institution in advance.

3. Systems Management

3.1 Monitoring. OCLC will monitor and maintain the Systems in working order each day (24 x 7). OCLC will proactively manage and monitor all application server hardware devices and software to ensure optimal performance and reliability as well as to detect abnormal events or exceeded utilization or performance thresholds.

3.2 Maintenance. OCLC will operate, monitor and administer all servers, applications and networks supporting the OCLC Services. In order to provide such coverage, OCLC may utilize a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology.

3.3 Change Control. OCLC will install new equipment, software, releases, upgrades, fixes, patches and other items necessary to maintain the Systems to industry standards. OCLC will proactively gather information from appropriate server, peripheral, operating system or database vendors regarding upgrades, defect patches or fixes.

SCHEDULE 3A
WorldCat® Discovery Services/FirstSearch®

Section 1 Description

FirstSearch is a proven and highly trusted tool that empowers anyone to find the authoritative content they need in every format from worldwide library collections. FirstSearch delivers the precise, full featured WorldCat searching that library staff and researchers value.

Section 2 Definitions

All capitalized terms not defined herein shall have the same meaning ascribed to them in the Framework Agreement.

Section 3 Discovery Service

- 3.1 **Content.** The Bibliographic Data, Holdings Data, OCLC and/or 3rd party databases and other content available through the Service may change from time to time and are subject to OCLC and/or third party claims of copyright and other rights and may be subject to supplemental terms and conditions. The Product Description, documentation, features and/or functionality of the Service, and/or the WorldCat.org service may also change from time to time. Certain databases may only be accessed if Institution subscribes to that database through a third party.
- 3.2 **Bibliographic Data.** Bibliographic Data may not be stored other than temporarily as required for use authorized by the Agreement and shall not be otherwise transferred, or accessed by any other person not an Authorized User.
- 3.3 **Cataloging Prohibited.** Use of the Service for cataloging purposes is expressly prohibited. Institution may not resell the Service or the Bibliographic Data or other content accessible through the Service.
- 3.4 **Compatibility**
- a) Certain parts of the Service function properly only when interacting with a local library system which is compatible with and supported by the Service. A list of local library systems which are compatible with and supported by the Service is available from OCLC. Prior to placing its order, Institution should verify that its local library system is compatible with and supported by the Service.
 - b) In the event Institution's local library system is or becomes incompatible with or unsupported by the Service at any time during the term of this Agreement OCLC may if requested by Institution make reasonable efforts to resolve the issue at OCLC's then current rates. If such efforts are unsuccessful OCLC or Institution may terminate this Schedule upon written notice to the other party.

Section 4 Third Party Database Terms

- 4.1 **British Library Database.** Bibliographic Data made available from the British Library is licensed solely for non-commercial use. For the purpose of this Section "Non-Commercial Use" means internal or personal use solely for the purpose of resource discovery, learning, teaching, academic, or scientific research, private study, verification of bibliographic information, and/or the identification of materials to be ordered via interlibrary loan, from document vendors, or from other sources from which materials may be acquired, and specifically excludes transmission, selling or, redistribution or circulation of any form outside of institution's organization or use in violation of the Agreement.
- 4.2 **National Library of Medicine ("NLM Database").**

- a) Organizations or institutions may download NLM-produced citations and reuse these records within their organization or institution. NLM suggests that organizations limit the number of records to 1,000 per month. Since NLM makes corrections and enhancements to and performs maintenance on these records at least annually, you should plan to replace or correct the records once a year to ensure that they are still correct and searchable as a group.
- b) NLM databases are produced by a U.S. government agency and as such the contents are not covered by copyright domestically. They may be copyrighted outside the U.S. Some NLM produced data is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are incorporated by reference. Users should consult legal counsel before using NLM-produced records to be certain that their plans are in compliance with appropriate laws.

FY26 Contract Request OCLC MAGNOLIA

Final Audit Report

2025-07-31

Created:	2025-07-31
By:	Lynn Burris (lburris@mlc.lib.ms.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcm6XmCHTsvmKT-DySJ1ii1AcQ3DZIIA_

"FY26 Contract Request OCLC MAGNOLIA" History

-  Document created by Lynn Burris (lburris@mlc.lib.ms.us)
2025-07-31 - 2:40:25 PM GMT
-  Document emailed to Jennifer Lena (jlina@mlc.lib.ms.us) for signature
2025-07-31 - 2:41:05 PM GMT
-  Email viewed by Jennifer Lena (jlina@mlc.lib.ms.us)
2025-07-31 - 3:16:45 PM GMT
-  Document e-signed by Jennifer Lena (jlina@mlc.lib.ms.us)
Signature Date: 2025-07-31 - 3:17:10 PM GMT - Time Source: server
-  Agreement completed.
2025-07-31 - 3:17:10 PM GMT



Adobe Acrobat Sign

Mississippi Library Commission- Contract Request - FY26 (July 1, 2025 - June 30, 2026)

All initial contract requests and renewals or amendments to contracts must have this form completed.

Date of Request: Thursday, July 31, 2025

Description of Contract:

OCLC FirstSearch renewal subscription as part of MAGNOLIA providing access to Mississippi public institutions.

Initial Request/Renewing/Amending:

☐ Awarding ☒ Renewing ☐ Amending

Contractor Name: OCLC

Contractor Address: 6565 Kilgour Place
Dublin, OH 43017-3395

Total Contract Award: \$95,446.78

Period of Services

Start: Friday, August 1, 2025

to End: Friday, July 31, 2026

Purpose (attach a detailed scope of work if initial request; if renewal or amending include justification and any cost increases or changes to original scope of work):

OCLC's FirstSearch subscription allows patrons to search for bibliographic information and institutions around the world.

Analysis Describing Award, Renewal, or Amendment of Contract (include specifications, quotes, and/or scoring criteria if applicable)

Database currently used by MAGNOLIA

Type of Contract:

☐ Sole Source ☐ Emergency ☐ Competitive ☒ Other

If selecting "other," provide detailed explanation:

Database subscription
In accordance with MS Code 31-7-13 (m) (xiv) library books and other reference materials are exempt from bid requirements.

Requested by:

Lynn Bivins
Lynn Bivins (Jul 31, 2025 09:46:54 EDT)

Deputy Director Approval:

Jennifer Lena

Administrative Services Approval:

Executive Director Approval (if applicable):

for Hulen Bivins

Jennifer Lena

Contracts over \$10,000 require Executive Director's Signature

Approval of this agreement is only the initial step in the contract process. In order to establish a valid contract, a formal agreement will be developed by Business Services and the agreement will be signed by the Contractor and the Mississippi Library Commission.

FY26 Contract Request form OCLC MAGNOLIA

Final Audit Report

2025-07-31

Created:	2025-07-31
By:	Lynn Burris (lburris@mlc.lib.ms.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASPrRxduw_ynjLPn-OAkS1Fq3nPCY5AjM

"FY26 Contract Request form OCLC MAGNOLIA" History

-  Document created by Lynn Burris (lburris@mlc.lib.ms.us)
2025-07-31 - 2:46:15 PM GMT
-  Document emailed to Lynn Burris (lburris@mlc.lib.ms.us) for signature
2025-07-31 - 2:46:44 PM GMT
-  Document emailed to Jennifer Lena (jlina@mlc.lib.ms.us) for signature
2025-07-31 - 2:46:44 PM GMT
-  Document e-signed by Lynn Burris (lburris@mlc.lib.ms.us)
Signature Date: 2025-07-31 - 2:46:54 PM GMT - Time Source: server
-  Email viewed by Jennifer Lena (jlina@mlc.lib.ms.us)
2025-07-31 - 3:18:12 PM GMT
-  Document e-signed by Jennifer Lena (jlina@mlc.lib.ms.us)
Signature Date: 2025-07-31 - 3:18:23 PM GMT - Time Source: server
-  Agreement completed.
2025-07-31 - 3:18:23 PM GMT



Adobe Acrobat Sign