

**State of North Carolina  
County of Wake**

**Department of Natural and Cultural Resources  
State Library of North Carolina  
NC Cardinal Memorandum of Agreement  
Contract Number «contract\_no»**

This Agreement is hereby made between the North Carolina Department of Natural and Cultural Resources, State Library of North Carolina, 109 East Jones Street, Raleigh, NC (hereinafter referred to as “Department”) and the «Library\_Name», «Mailing\_Address», «City», NC «Zip» (hereinafter referred to as “Library” and together, the “Parties”).

WHEREAS, NC Cardinal is a project of the State Library of North Carolina conducted in partnership with North Carolina public libraries;

WHEREAS, this collaboration leverages federal and local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources;

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to establish or renew their commitment to NC Cardinal upon the terms set forth below, do hereby agree as follows:

**I. Terms and Conditions**

While the Library retains autonomy over its local operations, participation in NC Cardinal requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in NC Cardinal, the Library shall abide by the NC Cardinal Bylaws (Attachment A) and adhere to the following terms and conditions:

**A. General Terms and Conditions**

- 1) Comply with NC Cardinal policies, procedures, and protocols, including regulations approved by the State Library and policies of the NC Cardinal Governance Committee;
- 2) Connect to the network exclusively with equipment that is compatible with NC Cardinal;
- 3) Support the development and implementation of electronic and physical delivery of NC Cardinal materials and services to other members of NC Cardinal;
- 4) Provide in-person services to patrons of all NC Cardinal libraries in the same manner as to the Library’s own patrons and local residents;
- 5) Refrain from making internal policy changes that would adversely affect other NC Cardinal libraries;
- 6) Provide Library representation at NC Cardinal General Membership meetings;
- 7) Provide Library representation and service to committees, task forces, and forums sponsored by the NC Cardinal Governance Committee;
- 8) Ensure Library personnel participation in appropriate training and continuing education programs;
- 9) Allow use of the Library’s name in NC Cardinal official documents and informational sites;

- 10) Agree to and adhere to the GNU General Public License (GNU GPL) for Evergreen software, a copyleft license which ensures free software rights are preserved when the work is distributed; and
- 11) Make no changes to the Evergreen software code other than alterations of bibliographic holdings data.

**B. Data Terms and Conditions**

- 1) Input, maintain, and share bibliographic holdings with all NC Cardinal libraries;
- 2) Comply with the NC Cardinal cataloging best practices and procedures for item and patron records prior to migrating data into NC Cardinal;
- 3) Input newly acquired holdings according to the Best Practices standards developed by the NC Cardinal Cataloging Committee and approved by the NC Cardinal Governance Committee;
- 4) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws, including G.S. § 125-19 of the North Carolina General Statutes;
- 5) Restrict the creation of data records and other cataloging-related activity in NC Cardinal to authorized and NC Cardinal certified personnel;
- 6) Enter accurate information for all NC Cardinal transactions and statistics; and
- 7) Adhere to the NC Cardinal membership policies as defined in Appendix A: Bylaws, Section 2, Membership.

**C. Lending and Resource Sharing Terms and Conditions**

- 1) Follow the resource sharing policies and Best Practice standards defined in NC Cardinal's online documentation;
- 2) Lend Library materials to patrons of NC Cardinal libraries in the same manner as to the Library's own patrons and local residents. This does not preclude charging standard Interlibrary Loan (ILL) fees if the loan is transacted through ILL rather than in person; and
- 3) Begin sharing Library resources with other NC Cardinal libraries through the Resource Sharing within two (2) months of the Library's "Go-Live!" date.

**II. Governance Committee**

- A. The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memoranda of Agreement, and the recommendation of cost sharing and common, consistent policies.
- B. The State Library has final decision-making authority for all matters pertaining to NC Cardinal and may override a recommendation of the Governance Committee that is determined to be:
  - 1) detrimental to the majority of NC Cardinal libraries;
  - 2) not cost-effective to implement;
  - 3) adversely impacting NC Cardinal project management and support operations; or
  - 4) negatively received by NC Cardinal's hosting vendor or the Evergreen Community at large.

**III. Financial Responsibilities – State Library of North Carolina**

- A. NC Cardinal is a project of the State Library of North Carolina, supported by grant funds from the Institute of Museum and Library Services under the provisions of the Federal Library Services and Technology Act.
- B. The Department will fund the migration costs associated with migrating from the Library's current Integrated Library System into the NC Cardinal Integrated Library System. The Department will also fund Branch Costs and Shared ILS Costs associated with Base Level Access

for the Library's participation in NC Cardinal during the State Fiscal Year (July 1 – June 30) of the Library's migration and one (1) additional State Fiscal Year.

- C. Base Level Access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.
- D. The Department will fund and manage project administration for NC Cardinal. Project administration includes project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of NC Cardinal Committees.
- E. The Department will fund and manage first-line software support for NC Cardinal. First-line support includes maintaining a help ticket system, providing remote or onsite assistance, training, and facilitating communications with second-level vendor support.
- F. The Department will fund and manage resource sharing services for NC Cardinal. Resource sharing services include delivery system administration, training, vendor communications, and problem resolution.
- G. The Department retains final financial decision-making authority for all matters pertaining to the NC Cardinal Integrated Library System (ILS) and its users.
- H. The Department will not expend more than \$1,690,200 in total State Fiscal Year 2023-2024 expenditures for NC Cardinal.

#### **IV. Financial Responsibilities – Participating Library**

- A. During the State Fiscal Year (July 1 – June 30) of the Library's migration (year one), the incoming Library shall incur no Branch Costs or Shared ILS Costs. The State Library of North Carolina shall cover the Library's portion of Branch Costs and Shared ILS Costs for the first full fiscal year following migration (year two). The Library shall fund its portion of Branch Costs and Shared ILS Costs for Base Level Access to the NC Cardinal ILS beginning with the third fiscal year of participation in NC Cardinal.
- B. Base Level Access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.
- C. The Library's annual cost shall be calculated as described in Attachment B – NC Cardinal Annual Costs by Library.
- D. Qualifying branches are those that incur an annual outlet fee by meeting the following criteria:
  - 1) Open more than 18 hours per week
  - 2) Store and circulate items to the general public, and
  - 3) Act as a circulating branch as their primary responsibility
- E. Non-optional third-party services may be required to support the NC Cardinal ILS and may incur additional annual costs to the Library. Non-optional third party services must be agreed to by a

two-thirds majority of all NC Cardinal libraries and approved by the State Library's NC Cardinal Program Manager. Written notification of the implementation of non-optional third party services shall be given to all NC Cardinal libraries on or before December 31st. The new service shall become effective July 1 of the following State Fiscal Year. The Library's annual third party service costs shall be calculated based upon the following formula:

$$\% \text{ of Active Items} * \text{Total Annual Service Cost}$$

- F. The Library shall pay the combined total for its portion of Branch Costs and Shared ILS Costs, and third-party vendor service costs, if any, as detailed in Attachment B for the current State Fiscal Year.
- G. Optional third-party services that do not directly support NC Cardinal ILS maintenance may be added in accordance with NC Cardinal's Third-Party Hardware and Software Policy. The Library shall not adopt optional third party services that may adversely affect other NC Cardinal libraries.
- H. The Library shall comply with the provisions of subscription agreements made by the Department on behalf of NC Cardinal libraries and shall accept responsibility only for the actions of the Library's own employees related to these agreements.

**V. Availability of Funds**

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and the Agreement shall automatically terminate if funds cease to be available.

**VI. Withdrawal from NC Cardinal**

- A. The Library shall have the right to discontinue participation in NC Cardinal by giving written notice on or before December 31 to the Department. The withdrawal shall be effective June 30 of the following year. Upon completion of withdrawal, this Agreement shall be considered terminated.

- B. Notice shall be made only through written notice to the State Librarian at the following address:

State Library of North Carolina  
4640 Mail Service Center  
Raleigh, NC 27699-4600

- C. In the event of withdrawal, the Library shall:
  - 1) lose all rights and benefits to NC Cardinal service delivery and governance;
  - 2) have their patrons withdrawn from NC Cardinal resource sharing, delivery systems, and cooperative fine and fee processes;
  - 3) have sole responsibility for replacement of all services provided through NC Cardinal and the Department's subscription agreements;
  - 4) have sole responsibility for notifying third party software vendors of the Library's effective date of withdrawal from NC Cardinal;
  - 5) pay the cost to remove the Library's complete policy set, circulation rules, hold policies, library settings, staff accounts, item records, and patron records from NC Cardinal at the current rate of its hosting vendor;

- 6) not be required to return LSTA grant monies so long as the Library is in full compliance of grant requirements; and
  - 7) not receive a refund for any portion of annual Branch Costs and Shared ILS Costs or third-party vendor costs paid by the Library.
- D. In the event of withdrawal, the Department shall:
- 1) discontinue NC Cardinal funding and services for the Library on the designated termination date; and
  - 2) provide up to two (2) data export files of the Library's bibliographic, item, patron, and circulation data at no cost to the Library.

## **VII. Default**

- A. A violation of any provision, policy, or requirement that is not corrected by the Library within sixty (60) days after written notice by the Department will constitute default under the terms of this Agreement.
- B. If default occurs, the Department may terminate the Library's participation in NC Cardinal by sending written notice of termination to the Library. The termination shall be effective on June 30 of the following State Fiscal Year.
- C. Upon receiving notice of termination from the Department, the Library shall proceed with withdrawal from NC Cardinal pursuant to Section VI above.

## **VIII. Modification/Amendment of Agreement**

This Agreement may be amended at any time upon written agreement of the Parties.

## **IX. Term and Termination of Agreement**

- A. This Agreement shall be effective upon final signature of the Parties and shall end on June 30<sup>th</sup> of the next calendar year, unless sooner terminated as set forth in Sections VI or VII above. The Library and the Department may, either by amendment to this Agreement pursuant to Section VIII above or by approval of a new Agreement, extend the term annually by July 1 for each subsequent State Fiscal Year.
- B. If the term of this Agreement is not extended and no successor agreement is to be executed upon the expiration of the term of this Agreement, the Library shall immediately proceed with withdrawal from NC Cardinal pursuant to Section VI above. Upon completion of withdrawal, this Agreement shall be considered terminated.

## **X. Agreement Documents**

- A. This Agreement shall consist of the following documents in order of precedence:
- 1) Amendments to this Agreement, if any;
  - 2) This Agreement;
  - 3) Attachment A: NC Cardinal Bylaws
  - 4) Attachment B: NC Cardinal Annual Costs by Library
- B. In the event of a conflict between or among the terms of the Agreement Documents, the term in the Agreement Document with the highest precedence shall prevail. Amendments to the Agreement, if any, shall have the highest precedence, the Agreement shall have the second highest precedence, and Attachments the third highest precedence. These documents shall

constitute the entire agreement between the Parties and supersede all other prior oral or written agreements.

**XI. Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**XII. Governing Law**

This Agreement shall be construed in accordance with the laws of the State of North Carolina.

**XIII. Notices**

All notices issued under this Agreement shall be reduced to writing and a signed original document shall be sent to the Agreement Administrator.

Administrator of the Agreement for the Department: The Agreement Administrators are the persons to whom all required notices shall be given and to whom all matters relating to the administration or interpretation of this Memorandum of Agreement shall be addressed. The Library shall designate a single Agreement Administrator, who shall be the Library's primary contact with the Department for all issues regarding this Contract. The Contractor shall identify its initial Contract Administrator in its proposal and shall confirm the name, title, address, telephone number, facsimile number, and email address of its Contractor Administrator within 5 business days after the Effective Date of the Contract. The Library's Contract Administrator shall be available by phone, facsimile, or e-mail, upon 24-hours notice. DNCR's contract administrators are named below.

**Agreement Administrator for the Library**

_____	_____
Name	Title
_____	
Street Address	
_____	
_____	NC _____
City	Zip
_____	
Email	
_____	
_____	_____
Phone	Fax

**Agreement Administrators for the Department of Natural and Cultural Resources**

For All Day-To-Day Activities	For All Other Agreement Issues
Benjamin Murphy Manager, NC Cardinal Program (USPS) 4640 Mail Service Center Raleigh, NC 27699-4600  (FedEx, UPS) 109 E. Jones Street Raleigh, NC 27601  Telephone: (919) 814-6797 Facsimile: (919) 733-8748 E-mail: <a href="mailto:benjamin.murphy@ncdcr.gov">benjamin.murphy@ncdcr.gov</a>	Cynthia Armes Director of Procurement and Contract Monitoring NC DNCR, Purchasing Office 109 E. Jones Street Raleigh NC 27601  Telephone: (919) 814-6728 Facsimile: (919) 733-6993 E-mail: <a href="mailto:cynthia.ames@ncdcr.gov">cynthia.ames@ncdcr.gov</a>

**XIV. Care of Property**

The Library agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Contract or purchased by it for this Contract and will reimburse the State for loss of damage of such property.

**XV. Access to Persons and Records**

The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the Library during and after the term of the Contract to verify accounts and data affecting fees or performance).

**SIGNATURE PAGE FOLLOWS**

## SIGNATURE PAGE

IN WITNESS WHEREOF, the Library and the Department have each executed this Agreement in duplicate originals.

«Library\_Name»

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«Dir\_Name»  
Library Director

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Date

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«Signing\_Authority\_Name»  
«Signing\_Authority\_Title»  
«Governing\_Agency\_Name»

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Date

**State Library of North Carolina**

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Michelle Underhill  
State Librarian

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Date

**North Carolina Department of Natural and Cultural Resources**

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Staci T. Meyer  
Chief Deputy Secretary

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Date

**Approved as to the Availability of Funds**

Budget Code: 4601 / 535830 / 1495425

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Joshua Davis  
Chief Financial Officer

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Date

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Cynthia Armes  
Director of Procurement and Contract Monitoring

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Date