

Schedule “C”
Library Participation Form – South Dakota State Library Digital Consortium

1. In consideration of participation in the South Dakota State Library Digital Consortium (“Consortium”) , lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement.
1. 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 for 2013 - 2015*

			Please check one:
Tier 1	Legal Service Area Population up to 1,499	\$600 per year	_____
Tier 2	Legal Service Area Population of 1,500 – 9,999	\$1,500 per year	_____
Tier 3	Legal Service Area Population of 10,000 – 29,999	\$3,000 per year	_____
Tier 4	Legal Service Area Population of 30,000 – 100,000	\$6,000 per year	_____

*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, the Annual Fee is subject to change. The Annual Fee shall be due and payable within thirty (30) days of receipt of invoice.

3. South Dakota Public Libraries of South Dakota with Legal Service Area Populations under 100,000 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. 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.
6. Each Participating Library shall be eligible to enroll in additional services provided by OverDrive including, but not limited to OverDrive Advantage.
7. 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, 3M and Ingram.
8. 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.

9. 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 _____ 2013 by:

("Participating Library")

(address)

By (signature): _____

Name (Print): _____

Title: _____

Please fill out the following with the appropriate contacts:

Billing Contact(s)

Name(s), email address, and billing address of contacts to receive billing:

Name: _____

Name: _____

Email: _____

Email: _____

Address: _____

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: _____

Name: _____

Email: _____

Email: _____