

**OverDrive® Digital Library Reserve Consortium Participation Agreement**

**Virtual Library of Wyoming**

|  |
| --- |
| **Library Information** |
| Name of Consortium: **Virtual Library of Wyoming** |
| Name of Participating Library:  |
| Address:  |
| City, State/Province, Postal Code:  | Country: USA |
| **Library Primary Contact** |
| Name:  | Title:  |
| Telephone:  | Email:  |
| **Accounting Contact** (*invoices will be emailed to the contact listed below):* |
| Name: | Title: |
| Telephone: | Email: |
| *Bill To* Address: |
| City, State/Province, Postal Code: | Country: |

□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 Consortium Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

**OverDrive Consortium Terms and Conditions:**

**Term:** The Term of this Participation Form shall be for **four (4) years** starting July 1, 2021 and shall automatically renew for successive Terms of two (2) years unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then-current term.

 **ANNUAL FEE:**

Please check one:

 Tier 1 Legal Service Area Population up to 5,000 or FTE up to 3,000 **$ 1,200** per year \_\_\_\_\_\_\_\_\_\_\_

 Tier 2 Legal Service Area Population of 5,001–15,000 or FTE of 3,001-6,000 **$ 2,400** per year \_\_\_\_\_\_\_\_\_\_\_

 Tier 3 Legal Service Area Population of 15,001–35,000 or FTE of 6,001-11,000 **$ 4,800** per year \_\_\_\_\_\_\_\_\_\_\_

 Tier 4 Legal Service Area Population of 35,001–55,000 or FTE of 11,001 + **$ 8,400** per year \_\_\_\_\_\_\_\_\_\_\_

 Tier 5 Legal Service Area Population of 55,001 – 100,000 **$12,000** per year \_\_\_\_\_\_\_\_\_\_\_

**Annual Participation Fee:** This fee shall include any and all services relating to use of the Application Services including the DLR Service, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. Participating Library’s initial Annual Participation Fee invoice may be prorated in order to align with the billing cycle of the Consortium. The annual Participation Fee collected during each year shall be allocated as follows: one-sixth (1/6) towards configuration, system fees, and maintenance, and five-sixths (5/6) toward selection of Content for the shared collection.

**Membership:** Public Libraries from the state of Wyoming or state sponsored Academic Libraries shall be eligible to join and/or maintain membership in the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

**Additional Fees:** 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 Annual Participation Fee.

*(Signature page follows)*

**Withdrawal:** If a 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 shared digital collection shall remain with Consortium’s shared digital collection. However, a Participating Library shall be permitted to transfer any Digital Content purchased within its respective Advantage account to a standalone OverDrive platform at any time during the Term of this Agreement.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Consortium Access Agreement, available at <http://www.overdrive.com/dlrc-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time.

**Acknowledgement and Acceptance:**

On behalf of my Participating Library, I represent and warrant that I have the authority to enter into this OverDrive Digital Library Reserve Consortium Participation Agreement and my signature below indicates agreement and acceptance of the OverDrive Digital Library Reserve Consortium Access Agreement.

By (signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title

Name (Print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_