

Exhibit A

MNLINK AGREEMENT July 1, 2024 through June 30, 2029

This MNLINK Library Agreement is between the State of Minnesota, acting through its Minitex Information Network (Minitex), having its principal place of business at the University of Minnesota, Wilson Library, Room 60, 309 19th Avenue South, Minneapolis, MN 55455-0439, and City of Duluth through its Duluth Public Library, having its principal place of business at 520 W Superior St, Duluth, MN 55802 (“Organization”). This Agreement is effective July 1, 2024 through June 30, 2029. Organization and Minitex are collectively referred to herein as “Parties” in singular or plural usage, as required by context.

Definitions:

Minitex means an Information and Resource Sharing program of the State of Minnesota acting through its Minnesota Office of Higher Education and the University of Minnesota Libraries.

MNLINK means a statewide discovery and interlibrary loan system that links Minnesota’s rich library resources. It allows patrons to place interlibrary loans for materials and to access electronic content.

MNLINK Library means Organizations that meet established criteria and allow their materials to be accessible for interlibrary loan.

Organization means the library organization, city, county or other entity that is a party to this Agreement and operates the MNLINK service, which is the subject of this Agreement.

1) Organization Obligations upon designation as MNLINK Library:

- Conforms to MNLINK Membership and Technology requirements.
- Manages the workflow for interlibrary loan borrowing and lending requests, including lending of materials included on the library’s catalog to patrons authenticated by MNLINK, subject to:
 - Statewide interlibrary loan policies and procedures established by Minitex and the Department of Education, State Library Services;
 - Such restrictions as the library may place on the loan of materials consistent with established policies and practices
- Appointment of a member to the MNLINK Operations Committee and any similar groups that may be established.
- If the Organization cannot meet their responsibilities, such as not lending materials through the MNLINK site, not uploading records, or not providing Z39.50 and NCIP access to their local system, the Minitex Associate Director will reach out to help address the issue. If the Organization is unable or unwilling to continue to meet MNLINK requirements, the library may be removed from the MNLINK service
- The Organization is expected to have staff to support library operations, engage with the Minitex resource sharing program, and support both borrowing and lending services.

2) Minitex obligations:

- Administer the MNLINK discovery and interlibrary loan system for the benefit of all participating libraries.
- Contract with vendor for hosting of the MNLINK discovery and interlibrary loan system following University of Minnesota purchasing procedures.

- Management of search of electronic resources available through the Minitex network.
- Management of authenticated patron placement of interlibrary loan requests via MNLINK for materials of other participating MNLINK libraries subject to:
 - Statewide interlibrary loan policies and procedures established by Minitex and the Department of Education, State Library Services;
 - Such restrictions as the library may place on the loan of materials consistent with established policies and practices
- Establishment of the MNLINK Operations Committee and any similar groups that may be required.
- Consultation with the MNLINK Operations Committee prior to adopting any new policies or procedures.
- Work with the vendor/s providing the MNLINK software to implement enhancements, bug fixes and general improvements.
- Provide training to all MNLINK member library staff on a regularly scheduled basis. Provide options for training on an as needed basis for new staff.

3) Default

If Organization fails to meet its obligations, Minitex may consider Organization to be in default, unless such failure has been caused by an unforeseeable event, outside of Organization's reasonable control. Minitex will work with Organization to help address the issue. If the issue is not addressed within sixty (60) days, Minitex agrees to give Organization written notice of such default. Organization will have thirty (30) days from the receipt of such notice to provide a plan of action that is acceptable to Minitex to cure the default.

4) Term and Termination

This Agreement shall be effective on July 1, 2024 and shall expire on June 30, 2029, unless earlier terminated. Either Party may terminate this Agreement upon sixty (60) calendar day's written notice to the other Party. Neither party will incur additional financial obligations pursuant to this Agreement upon receipt of notice of termination or giving notice of termination.

5) Audit Rights

As required by Minn. Statutes Section 16.05, Subd. 5, the Organization shall maintain books, records, and documents that are relevant to the performance of this Agreement. Such books, records and documents of Organization as well as its accounting procedures and practices that are relevant to the performance of this Agreement, shall be subject to the examination and audit of the University and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six (6) years from the end of this contract.

6) Government Data Practices Act

Each party will comply with the Minnesota Government Data Practices Act as it applies to all data provided by the University and as it applies to all data created, gathered, generated or acquired in accordance with this Agreement.

7) Assignability

This Agreement may not be assigned by either party without the prior written consent of the other party.

8) Disputes

- a) **Dispute Resolution.** The parties will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Organization and University within thirty (30) calendar days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Subject to available funding, Organization and University will share the cost of mediation equally. The parties may by mutual agreement complete some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding Alternate Dispute Resolution (ADR) procedure. Nothing in this section shall prevent University from terminating this Agreement for a material breach or for convenience.
- b) **Unresolved Disputes.** Any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may then be submitted by either party to Minnesota District Court in the Fourth judicial district or to the United States District Court for the District of Minnesota for matters otherwise within its jurisdiction. Each party consents to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver, or estoppels to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this paragraph prior to the expiration of the two-month ADR period if: (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.
- c) **Performance While Dispute is Pending.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Agreement, which are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Agreement, in the accomplishment of all undisputed work, any additional costs incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

9) Indemnification

Subject to the Minnesota Tort Claims Act, in the performance of this Agreement by the Organization, each party will be solely responsible for any claims or causes of action to the extent caused by Organizations.

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the other party's sole negligence. Each party will notify the other promptly upon having reason to believe a claim or cause of action has been, or is likely to be made, against the responsible party. The responsible party will defend or settle the claim or action at its expense, and the non-responsible party will fully cooperate in such defense or settlement. The responsible party will make no settlement that may affect the non-responsible party's operations without the non-responsible party's express, written permission.

10) Entire Agreement

This Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous negotiations, representations, agreements and understandings, whether written or oral,

between the parties relating to such subject matter. This Agreement between the parties shall be independent of and have no effect upon any other contracts of either party.

Organization:

The Organization certifies that the appropriate person(s) has/(have) executed the Agreement on behalf of the Organization as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____ Date: _____

Attest:

By: _____

Title: _____ Date: _____

Countersigned:

By: _____

Title: _____ Date: _____

Approved as to form:

By: _____

Title: _____ Date: _____

Minitex

By: _____

Title: _____ Date: _____