



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Louisville Free Public Library	Department Contact	Benjamin Tipton
Contact Email	benjamin.tipton@lfpl.org	Contact Phone	502-574-1845

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2020	06/30/2021		

VENDOR INFORMATION

Vendor Legal Name	ProQuest LP			
DBA	ProQuest LLC			
Point of Contact	Danielle Gourlay	Email	danielle.gourlay@proquest.com	
Street	789 E Eisenhower Parkway			
Suite/Floor/Apt	PO Box 1346	Phone	800-521-0600 ext. 72535	
City	Ann Arbor	State	MI	Zip Code 48106-1344
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$100,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other	✓	Describe:	Donations		
Account Code String #	1101	730	5922	591270	521114
Payment Rate	per hour		per day		per service
	per month		Other		
Payment Frequency	Monthly		Upon Completion / Delivery		
	Quarterly	✓	Other	Annual	



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

ProQuest LLC provides electronic information used by Patrons and staff for reference. Other materials purchased are newspaper databases, current and historical, and microfilm.

Pricing for FY19 is:

- Culturegrams - \$3,910.40
Heritage Quest - \$ 7,238.40
Ancestry - \$12,896.00
HNP Package - \$ 5,200.00
Stat Abstract - \$ 1,676.60
CJ Microfilm - \$ 5,606.66
US Newstream- \$32,604.00

The ProQuest quote of \$33,908.16 is for one of the products we buy from them, the newspaper database US Newsstream. I have asked for a quote for these additional products that we purchase on an annual basis (I included last year's total price):

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The electronic materials purchased are only available through Proquest LLC. These resources, including the historical Courier-Journal editions have an added value to our Patrons.

- Culturegrams Online -
Heritage Quest Online
Statistical Abstract of the US Online
Historical Nashville Tennessean
Historical Cincinnati Enquirer
Historical Louisville Courier Journal
Historical New York Times

Total Cost: \$18,025.40

We have also purchased Ancestry Library every year from ProQuest, last year it cost \$12,896. However, we will no longer be making this purchase because the Kentucky Virtual Library (KYVL) has reached an agreement with ProQuest and Ancestry is now included in our KYVL membership which we pay a little over \$36,000 for each year. Because we already paid for both KYVL and ProQuest for this year we will receive a \$9,672 credit from ProQuest that we will apply to next year's bill.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director [Signature] Date 4-20-2020
Signature Lee Burchfield

Purchasing Director [Signature] Date 4/22/2020
DocuSigned by:
8834600FB3A42D...
Joel Neaveill

ProQuest

Dear Valued Customer:

We hope your users are enjoying the ProQuest subscription you've carefully selected for them. We'd like to remind you that your account will be up for renewal soon. If you renew today, your users and staff will enjoy uninterrupted access to the products and services they rely on.

For best results, open the following links in Chrome or Firefox.

Ready to renew? [Confirm your renewal](#) right now.

Want to review your products and prices first? [Review your renewal details](#).

Louisville Free Public Library

Contract Number	Product	Price	Renewal Month
PQ10080829	U.S. Newsstream	33,908.16	July/2020

Your renewal total is 33,908.16 USD.

Questions or concerns? Please [Contact your Account Manager](#).

All contract prices are exclusive of any applicable taxes. ProQuest LLC will assess, collect and remit VAT, GST and sales tax, as applicable, on the sale of taxable goods and services to non-exempt customers in accordance with local laws in taxing jurisdictions where ProQuest is registered for such taxes, to the extent that ProQuest is obligated to assess tax. In situations where the product is taxable but ProQuest, as a US supplier, is not obligated to assess tax, the purchaser should apply the reverse charge mechanism, where applicable, to self-assess any taxes due.

Simplify your future renewals and invoices

- **Manage your subscriptions with EasyRenew:** Receive uninterrupted access to your products in the future - without any work on your end. [Contact us](#) to use our new [EasyRenew](#) service.
- **Access your invoices online:** View or download a two-year history of your ProQuest invoices, or submit an inquiry or dispute quickly and easily. [Access](#) the ProQuest Invoice Portal today.

Thank you for being a valued ProQuest customer!

Sincerely,
Rieki Svestka

Prevent ProQuest communications from being blocked. [Click here for white list instructions.](#)

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FREE PUBLIC LIBRARY**, herein referred to as "**METRO GOVERNMENT**", and **PROQUEST LLC** with offices located at 789 East Eisenhower Parkway, Ann Arbor, Michigan 48106, herein referred to as "**CONTRACTOR**",

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase books, audio books, databases and other library materials for use by Library patrons; and

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide same,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF WORK

A. Contractor shall, at the request of the Metro Government, provide goods and services under the terms of this Agreement.

B. Contractor shall supply, upon an order from the Metro Government:

- 1.** Books, audio books, databases and other library materials as described by the Metro Government in its orders for same and as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for services rendered and goods supplied as agreed to in writing between the parties and as described on Attachment A. Aside from Attachment A, the Library has attempted to define a pricing structure for this Agreement, but has found it cannot do so since the market for the goods to be purchased fluctuates and cannot therefore be committed to writing for the term of this Agreement. The Library and Contractor shall therefore agree in writing to pricing and any other terms for

each transaction they execute. Total compensation payable to Contractor under this Agreement shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

B. Payment shall be made pursuant to Attachment A and also pursuant to Contractor's detailed invoice, itemized by the specifications of each item purchased and any other terms related to the transaction.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

III. DURATION

A. This Agreement shall begin July 1, 2020 and shall continue through and including June 30, 2021.

B. ProQuest's services are offered on a pre-paid annual subscription basis. Therefore, any early termination of this Agreement for Customer's convenience or as a result of non-appropriation of funds shall not obligate ProQuest to refund any pre-paid fees. This Agreement may be terminated by any party, with notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for goods and services delivered up to and including date of termination shall be made by the Metro Government.

IV. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's invoices which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time and with notice to contractor, to inspect and audit those records by authorized representatives

of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include Agreements, invoices, payments made to contractor, and other records of the Services provided to Metro Government as may be maintained in the course of business.

V. INDEMNITY AND LIMITATION OF LIABILITY

A. ProQuest shall indemnify and hold Customer harmless from liability for all costs or damages incurred by Customer in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the Service in the form in which it is furnished hereunder, provided that Customer gives ProQuest notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Customer or from the receipt by Customer of notice of a threatened suit and further provided that ProQuest shall control the defense of any such suit. ProQuest shall not be liable hereunder if: (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of ProQuest origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law.

B. THE MAXIMUM LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THE SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM CUSTOMER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR: (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; OR (ii) ANY CLAIM RELATED TO CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF

COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (iii) UNAUTHORIZED USE OF THE SERVICE.

VI. INSURANCE

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available

(whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

C. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

D. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person

executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government upon the request of Metro Government.

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished by Metro Government to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Louisville Fire Department
611 West Jefferson Street, 3rd Floor
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished upon request by Metro Government to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE:
Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s)

required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of

proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein;
or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement, including the License Agreement attached hereto as Attachment A, constitutes the entire agreement and understanding with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended,

modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in Attachment A and any other document referred to herein, this Agreement shall govern.

XII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XV. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY CONTINGENT UPON
METRO COUNCIL APPROVAL
OF THE APPROPRIATION FOR
THIS AGREEMENT:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:

Paul Rutherford

**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

DocuSigned by:

Joel Neaveill

**JOEL NEAVEILL, DIRECTOR, PURCHASING
DEPARTMENT**

Date: 6/15/2020

Date: 6/30/2020

LOUISVILLE FREE PUBLIC LIBRARY

Lee Burchfield

LEE BURCHFIELD, DIRECTOR

Date: 6-30-2020

PROQUEST, LLC

DocuSigned by:

Dawn Branham

By: _____

Title: Director, Cust Service and Govt Contracts

Date: 29 June 2020

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

ATTACHMENT A

License Agreement consists of:
 ProQuest Customer Order Form
 Terms and Conditions 07/17/2017
 Addenda (if applicable)



By signing this License Agreement ("Agreement") with your signature below, you agree to license the Service under these terms and conditions below and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

Customer: Louisville Free Public Library		Authorization by ProQuest LLC:	
Authorization by Customer:		DocuSigned by:	
Signature:	Duly Authorized Signature	Signature:	124D6B43D3ED476...
Name: Benjamin K. Tipton		Name: Dawn Branham	
Title: Executive Administrator		Title: Director, Cust Service and Govt Contracts	
Date Signed: June 15, 2020		Date Signed: 29 June 2020	

Product Name	Code	Contract Number	Start Date	End Date	Price
CultureGrams Online	CLTGRMO	US1677608	7/1/2020	6/30/2021	4,066.82 USD
HeritageQuest Online	HQO	US1733988	7/1/2020	6/30/2021	7,527.94 USD
HNP Nashville Tennessean Continuing Service Fee	S1HNNTEN	US10027381	7/1/2020	6/30/2021	0.00 USD
HNP Louisville Courier Journal Continuing Service Fee	S1HNLCJ	US10027381	7/1/2020	6/30/2021	2,600.00 USD
HNP Cincinnati Enquirer	HNCE	US10027381	7/1/2020	6/30/2021	0.00 USD
HNP New York Times with Index Continuing Svc Fee	S1HNNTWI	US10027381	7/1/2020	6/30/2021	2,600.00 USD
Statistical Abstract of the United States Online Edition	STATINSSA	US10031565	7/1/2020	6/30/2021	1,743.66 USD
U.S. Newsstream	USNEWSCOLL	PQ10080829	7/1/2020	6/30/2021	33,908.16 USD
Total Price:					52,446.58

Product Notes:

Additional Information:

Billing Information: Please review your billing address to ensure its accuracy.		Shipping Information: Please confirm the shipping address is accurate.	
Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Library Collection Services 301 York St Louisville KY United States 40203-2205		Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Library Collection Services 301 York St Louisville KY United States 40203-2205	
Electronic Invoice Recipient(s): Lisa Dekker lisa.dekker@lfpl.org		Electronic Renewal Recipient(s): Lisa Dekker lisa.dekker@lfpl.org	
If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order #		Tax Registration Number # If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to taxinformation@proquest.com	

Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:	To sign up for our auto-renewal program as part of our 'go green' initiative. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Customer, unless Customer sends written cancellation notice to ProQuest within 30-days of the Customer's receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period, please check this box:
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Technical Contact:	Phone:	Email:

IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE
	Length: Prefix:		
Authentication Instructions:			

Additional Sites:

Account Manager Information:
 Daniel Hayes
 (734) 997-4035 | daniel.hayes@proquest.com

Terms and Conditions

1. License Grant. Subject to the terms of this Agreement, ProQuest LLC and its affiliates ("ProQuest") hereby grant to Customer a non-exclusive, non-transferable license (the "License") for Customer and its Authorized Users to access and use the products and services listed on Customer's approved Order Form (the "Service") solely at Customer's principal location and those locations identified on the Order Form or a separate schedule ("Additional

Sites"). Additional locations may be added as Additional Sites upon written notice to ProQuest and payment of additional fees, if applicable. Access and use of the Service is only for the internal, research purposes of Customer and/or its Authorized Users as further described in Exhibit A (Permitted Uses). Customer does not acquire any intellectual property ownership in the Service or any associated software, systems, documentation, content, other materials and/or improvements made thereto, including improvements based upon customer feedback. All such rights and interests remain in ProQuest and its licensors.

2. Authorized Users. Unless otherwise detailed on the Order Form, "Authorized User" means only: (a) For public libraries: library staff, individual residents of Customer's reasonably defined geographic area served, and walk-in patrons while they are on-site; (b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site; and (c) For other types of organizations: employees and independent contractors, while performing their work. Authorized Users excludes Customer's corporate affiliates, academic bookstores, and alumni unless those users are expressly included and reflected on the Order Form or Additional Sites Schedule.
3. Secure/Remote Access. All access and use of the Service must be made via a secure network and secure authentication methods. Use of the Service by remote access is allowed unless otherwise stated on the Order Form. Customer will strictly limit any remote access to its Authorized Users through the use of secure methods of user verification. Customer will promptly notify ProQuest if Customer believes security has been compromised. Posting or sharing of passwords, or otherwise enabling access for the benefit of non-subscribing institutions or users, is strictly prohibited.
4. Updates to the Service. ProQuest will provide reasonable notice of any substantial modifications of information, databases, materials, capabilities, or services within the Service by email to Customer's representatives who sign up to receive updates. These changes shall be subject to the terms and conditions of this Agreement, and shall not materially alter use of the Service in an adverse manner.
5. Supplemental Terms. Some content included in the Service has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the Service. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the Order Form. Such supplemental terms shall not materially alter use of the Service.
6. Variations in Content. The content provided as part of the Service is primarily owned and supplied to ProQuest under agreement with third party licensors, and is subject to the continuation and extent of the license granted under such agreements. ProQuest shall have the right, in its reasonable and good faith discretion, to remove or modify materials in the Service because (a) ProQuest's right to distribute such materials lapses, (b) such materials contain errors or could be subject to an infringement or other adverse claim by a third party, or (c) particular content collections have changed due to editorial selection, coordination, or arrangement of materials.
7. Fees and Payments. Customer agrees to pay the fees for the Service shown on the Order Form within 30 days of receipt of ProQuest's invoice unless otherwise specified on the Order Form. Fees are based in part on Customer's population served, Authorized Users and Additional Sites at the time of the order or such other license parameters as may be listed on the Order Form. If any one or a combination of these elements materially increases (e.g., if the Customer acquires a new affiliate), a fee increase commensurate with such change may be

required before access and use of the Service is provided to or for the benefit of the additional user population and/or Additional Sites. Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.

8. U.S. Government Restricted Rights. Services include materials that are commercial technical data and/or computer databases and/or commercial computer software, as applicable, which were developed exclusively at private expense by ProQuest LLC, 789 E. Eisenhower Parkway, Ann Arbor, MI 48108. U.S. Government rights to use, modify, reproduce, release, perform, display, or disclose these technical data and/or computer databases and/or computer software are subject to the limited rights restrictions of DFARS SUBPART 252.227-7202-3 (December 2011) Rights in Computer Software and Computer Software Documentation and/or subject to the restrictions of DFARS 252.227-7019 (Sep 2011) Validation of Asserted Restrictions – Computer Software, as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (December 2007) Rights in Data-General, FAR 52-227-20(c)(2-3) (December 2007) Rights in Data-SBIR Program and/or subject to the restricted rights provisions of FAR 52.227-15 (December 2007) Representation of Limited Rights Data and Restricted Computer Software and FAR 52.227-19 (Dec 2007) Commercial Computer Software-Restricted Rights, as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurement.
9. Term. Customer's access to a particular Service shall continue for the period on the Order Form, plus any agreed renewal period(s). This Agreement shall continue in force for so long as Customer subscribes to at least one Service. Thereafter, the following survive: Sections 9–11 and 13-16, and any perpetual archive licenses ("PAL") (subject to all relevant use restrictions and security requirements).
10. Termination for Breach. If a party breaches a material term of this Agreement and does not cure within 30 days from written notice, the other party may immediately terminate this Agreement in whole or as to the affected Service. If this Agreement is terminated in whole or in part for Customer's breach, (a) ProQuest shall disable access to any terminated Service, (b) Customer shall destroy any files, information, data or software derived from any terminated Service in its possession or control, and certify destruction upon request, and (c) ProQuest reserves the right to pursue all available legal remedies.
11. Remedial Action. Without limiting the above, ProQuest may suspend delivery of the Service if it reasonably determines that Customer's or an Authorized User's failure to comply with this Agreement may cause irreparable harm to it or its licensors. If delivery is suspended, ProQuest will work in good faith to restore Customer's access as soon as possible after the failure to comply has been remedied in full.
12. Service Level. If the Service or content are hosted by ProQuest, ProQuest will use commercially reasonable efforts to provide access to the Service on a continuous 24/7 basis (except for regularly scheduled maintenance) and free from viruses or other harmful software. ProQuest shall not be liable for any failure or delay or interruption in the Service or failure of any equipment or telecommunications resulting from any cause beyond ProQuest's reasonable control. Customer is responsible for providing all required information for account set up and activation, and for its own telecommunications connections and related third-party charges.
13. Limited Warranty and Disclaimer of Warranty. ProQuest warrants that the Service will perform substantially as documented on ProQuest's public websites (the "ProQuest Websites"). EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROQUEST AND ITS LICENSORS DISCLAIM ALL OTHER

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15. Place. ProQuest's principal place of business, where this contract is formed and all services will be deemed performed, is 789 E. Eisenhower Pkwy, Ann Arbor, MI 48108.
16. Entire Agreement. This Agreement consists of these Terms and Conditions, any applicable Order Form referencing these Terms and Conditions, and any Exhibits or Addenda attached hereto or referencing this Agreement (including the Exhibit A (Permitted Uses)), and constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all previous and contemporaneous agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The terms of Customer's purchase orders, if any, are for Customer's convenience and do not supersede or supplement any term or condition of this Agreement.

Exhibit A: Permitted Uses

1. Online Research Services. Services designed to facilitate online research may be used for Customer's internal research or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
 - a) Research and Analysis. Customer and its Authorized Users are permitted to display and use reasonable portions of information contained in the Service for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.
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 - d) Fair Use/Fair Dealing. Customer and its Authorized Users may use the materials contained within the Service consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
 - e) Academic Institutions, Schools, and Public Libraries. If Customer is an academic institution, school, or public library:
 - i. Interlibrary Loan (ILL). Library Customer may loan digital or print copies of materials retrieved from the Service to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library's own subscription to the Service or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) Customer complies with any special terms governing specific content or licensors as described in this Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) Customer complies with all laws and regulations regarding ILL.
 - ii. Scholarly Sharing. Customer and its Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Service for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution's own subscription to either the Service or the purchase of the underlying work.
2. All Streaming Video and Audio Products. Audio and Video files are delivered to Customer and its Authorized Users via streaming service over the Internet. Customer and its Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Service. In the case of content that can potentially be publicly performed, Customer must secure permission from ProQuest's Licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

3. MARC Records. MARC records may be placed in Customer's online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order Form with respect to a particular Service.
4. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither Customer nor its Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
5. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, the Customer reserves all right, title and interest in all Customer specific data it contributes to the Service (which may include but is not limited to Customer created metadata, bibliographic information, holdings and circulation data) and grants ProQuest permission to use such data in raw form for the limited purpose of operating and improving the Service and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without Customer's permission. Provided that such access, use, and/or sharing does not violate an express provision of this Agreement, Customer and its Authorized Users are permitted to: (a) access the Service and information derived from the Service in order to discover, manage and provide access to library resources owned or licensed by Customer, (b) create, store and retain any reports and lists delivered by the Service, (c) share data about Customer's own library holdings that is retrieved from such Service with third party applications, so long as prior written notice is provided to ProQuest and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on Customer's library website.
6. Library Catalog Enrichment Service. For library catalog enrichment Services (e.g., Syndetics), Customer may use the enrichment elements for the sole purpose of augmenting Customer's own library OPAC or website. Customer may not convert Service metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
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