

Attachment B – Template Task Order for

CDygart Solutions

CDygart Solutions, LLC

TASK ORDER FOR E-JOURNAL PACKAGE CONTRACT SERVICES

Between [the Participating Library] and CDygart Solutions, LLC.

1. Parties.

This Task Order is made between [insert institution name and address here] on behalf of all its libraries (hereinafter referred to as the "Participating Library"), and CDygart Solutions, LLC, with an address at 511 NW 80 Blvd, Gainesville, Florida 32607.

2. Purpose.

CDygart Solutions provides negotiating and licensing services for e-journal packages through Contract UB-16-N-25, with the Maryland Educational Enterprise Cooperative (MEEC). The Participating Library hereby appoints CDygart Solutions as its agent for negotiating and licensing the e-journal packages listed on Appendix A. The purpose of this Task Order is to establish the roles and responsibilities of CDygart Solutions and the Participating Library in obtaining e-journals, including, the negotiation and licensing process as well as the ongoing contract management activities.

3. Term of Task Order.

This Task Order commences on the date last signed and remains in effect until ___date___ / until terminated. *The Task Order may be terminated without cause by the Participating Library upon thirty (30) days' prior written notice, which notice the Participating Library shall deliver by certified mail. The terms of the Task Order survive termination through the current term of any active contract(s) negotiated under this Task Order to which the Participating Library is a party.*

4. Responsibilities of CDygart Solutions.

- a) Negotiate with vendor/publisher to secure reasonable contract terms and pricing.
- b) Make the fully executed copies of all contracts and any accompanying content lists available via secure login on the CDygart Solutions licensing portal. Post updated title lists on an annual basis.
- c) Communicate via listserv or other means on the progress of negotiations and ongoing contract management activities to the Participating libraries at appropriate intervals.
- d) Coordinate the annual reconciliation of changes to e-journal package content, including, the review of transferred titles, ceased titles, and title changes.
- e) Facilitate resolution of access and invoicing issues with vendors/publishers on behalf of Participating Library as appropriate.

5. Responsibilities of Participating Library.

- a) Identify one individual to serve as the primary contact for CDygart Solutions. This individual must have the authority to represent and commit the Participating Library to all contract terms and administrative fees.
- b) Keep secure the username and password to the CDygart Solutions licensing portal.
- c) Refrain from conducting independent negotiations with any publisher/vendor currently in negotiations with CDygart Solutions for a contract in which you intend to participate.

- d) Meet CDygart Solutions deadlines for information gathering activities and action items throughout the negotiation, licensing, and contract management processes.
- e) Make only serious expressions of interest about participation in e-resource contracts.
- f) Communicate organizational concerns and suggestions related to e-resource contracts directly to CDygart Solutions.
- g) Share usage and other data with CDygart Solutions as appropriate for various return on investment (ROI) and other studies.

6. Fees.

The Participating Library agrees to pay CDygart Solutions an annual fee of 3% of the total cost of each contract or \$5,000 (whichever is the lesser amount) in which they participate as consideration for the services performed by CDygart Solutions under this Task Order.

7. Authority.

This Task Order incorporates the basis of pricing, terms and conditions of MEEC Contract UB-16-N-25. The individuals executing this Task Order represent that they are duly authorized to execute the Task Order on behalf of their respective entities.

[NAME OF PARTICIPATING LIBRARY
INSTITUTION]

CDygart Solutions, LLC

Signature

Signature

Print name

Print name

Title

Title

Date

Date