

Library Agreement Form

TCM Contract # 2021-437

Statewide California Electronic Library Consortium (SCELC)

The purpose of this Library Agreement Form (LAF) is to ensure Member and Affiliate (hereinafter "Institutions") which license electronic resources through SELC are fully aware of and agree to abide by SELC's licensing and payment policies & procedures. Please be advised that this LAF may be updated from time to time. Institutions will be notified and any such updates will be posted at <https://selc.org/join/laf>.

All Subscription and Purchase acquisitions via SELC:

1. are approved by an authorized library staff member of the Institution using SELC's ConsortiaManager system to place and confirm orders
2. are paid via a SELC invoice by the stated due date, typically no later than thirty (30) days of issuance.
3. shall be licensed via either:
 - a. a consortial License Agreement which SELC negotiates and is the signatory on behalf of all subscribing and purchasing Institutions. In some instances, Institutions may be required to sign an addendum or order form.
 - b. a direct license between the Institution and vendor.
4. are subject to an line item administrative surcharge (0-5% of the resource cost) which is payable with each final invoice
5. are subject to an Affiliate Transaction Fee (0-5% of the resource cost, up to \$150 maximum) when ordered by an Affiliate Institution

All Subscription orders placed with SELC:

1. are on a SELC-established annual renewal term which may start in any month July through June
2. are provisionally renewed each April via a Master Renewal, which shall be reviewed and confirmed in ConsortiaManager by an authorized library staff member of the Institution
3. are initially prepaid via a Master Renewal Invoice (MRI)
4. shall make their final payment via a Quarterly Reconciliation Invoice (QRI) based on the renewal date and final price as determined by the vendor in negotiation with SELC
5. shall not be cancelled without thirty (30) - ninety (90) days notice prior to the term end date as indicated by the vendor
6. may be subject to late payment fees and/or suspended with loss of access when payment is more than forty-five (45) days overdue

[REDACTED]
I, the undersigned below, certify that:

1. I am an authorized library staff member with the authority to enter into this LAF with SCELCL on behalf of [REDACTED]

2. as a representative of the below Institution, reasonable efforts will be made to meet the terms and [REDACTED] agreement as a condition of acquiring the resource via [REDACTED]

3. an authorized library staff member shall have the responsibility to inform the Institution and/or its users [REDACTED] um License Agreements that are made available via [REDACTED]

4. an authorized library staff member shall have the responsibility to provide SCELCL with annual and/or [REDACTED] to licensing electronic resources via SCELCL, including [REDACTED] clude but is not limited to institutional contacts, billing [REDACTED] esses

[REDACTED]
Signature [REDACTED]

[REDACTED]
Date [REDACTED]

Approval form

Instructions:**THIS IS NOT AN INVOICE:**

Your order for the resource(s) listed below is confirmed; an invoice will be created and sent to all contacts for your institution with the "Invoices emails" option chosen.

If you have any specific requests for invoicing (a specific invoice or due date, split invoices), please email quotes@scelc.org ASAP as we are unable to change most elements on an invoice once it has been created.



Institution

University of North Texas at Dallas

7300 University Hills Blvd

Dallas, TX 75241

United States

Consortium

SCELC - Statewide California Electronic Library Consortium

617 S. Olive St.

Suite 1210

Los Angeles, CA 90014-1633

United States

Description	Period	Reference	Cost
ACS TX ej to Dec 31 FY22			
Vendor: American Chemical Society (ACS)			
ACS All Publications Pack (formerly "Web Editions")	2022-01-01 - 2022-12-31		26,299.00 USD
Affiliate transaction fee			150.00
.75% Surcharge			197.24
Total estimate			26,646.24 USD

Notes:

No notes

Approval form

Contact:

SCELC Quotes
quotes@scelc.org

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Suite 1210
Los Angeles, CA 90014-1633
United States

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) and the University of North Texas at Dallas (“UNT”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTD; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTD is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTD. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTD that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Dallas County, Texas, and venue for any suit filed against UNTD shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTD’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTD shall issue written notice to Vendor that UNTD may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNTD, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTD shall, without further requirement, satisfy all insurance obligations of UNTD under the Agreement.

Public Information. UNTD shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTD in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTD records retention requirements; (2) to promptly provide contracting information to UNTD when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTD or to preserve all contracting information according to UNTD’s records retention requirements.

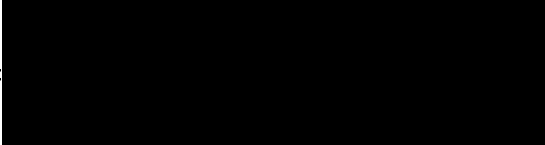
Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTD is required by Texas Gov’t Code Section 2261.253 to post each contract it enters into for the purchase of goods or services from a private vendor on its internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTD is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTD property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTD, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

SIGNATURE PAGE TO FOLLOW

Vendor: SCELC


By: 

Name:

Title:

Date: August 31, 2021

UNIVERSITY OF NORTH TEXAS AT DALLAS

By: 

Title:

Date: 9/2/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.