

MEMORANDUM OF UNDERSTANDING
BETWEEN OKLAHOMA DEPARTMENT OF LIBRARIES
AND OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

The Oklahoma Department of Libraries (ODL) is the official state library of Oklahoma and serves as the State Library Administrative Agency that receives and administers federal funding from the Institute for Library Museum Services' Library Services and Technology Act, Grants to States Program. ODL leads public library development and coordinates library and information technology projects for the state. The Oklahoma State Regents for Higher Education (OSRHE) are the coordinating board for the state system of public colleges and universities, which is comprised of 25 institutions, including two research universities, 10 regional universities, one public liberal arts university, 12 community colleges, 10 constituent agencies and one university center. ODL and OSRHE are the signatory parties to this Memorandum of Understanding.

It is the mutual understanding of these parties that:

1. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to establish the terms under which the parties will jointly solicit proposals and select, through a competitive procurement process, a supplier for Statewide Databases that meet the needs of both parties. The parties intend that this collaborative procurement effort will achieve cost efficiencies without diminishing service levels.

This program will ensure every Oklahoman has access to quality information and every student in the State System of Higher Education has access to the information resources needed to successfully complete their coursework and prepare for a career.

2. Background:

For more than twenty (20) years, ODL has maintained subscriptions to online informational databases for use by schools and libraries throughout the State of Oklahoma. These databases, which are accessible remotely through an internet connection, include resources serving Oklahomans of all ages, including reference materials supporting homework assistance and access to millions of full-text articles from magazines, newspapers, and peer-reviewed journals. Subject-specific databases provide information relating to health, legal topics, small business assistance, and numerous academic disciplines. This foundational collection of vetted materials benefits OSRHE because databases targeted to the higher education market may be added at a lower cost than would be available through a separately procured supplier. ODL funds its subscription through a portion of its annual federal allocation under the Library Services and Technology Act.

The Oklahoma Council of Academic Library Directors (OCALD) represents public and private colleges and universities in Oklahoma and supports the information needs of a diverse student body, faculty, and staff. OCALD was established by OSRHE as an official advisory council. Its functions include: (1) serving as the vehicle for sustaining a more coordinated library system, including development of a virtual library through which residents may obtain equitable access to library collections in Oklahoma and beyond through technology; and (2) coordinating OSRHE library initiatives with those of ODL and the Library Media Division of the Oklahoma State Department of Education.

The current database contracts subscribed to by ODL and OSRHE expire on June 30, 2027. The successor contract with the selected supplier is anticipated to commence on July 1, 2027, and to include four (4) optional renewal terms of twelve (12) months each. Any renewal applicable to databases targeted to the higher education market shall be considered separately from renewal of ODL's base subscription.

3. Scope of Work:

ODL and OSRHE, acting in coordination with OCALD, shall collaborate in the solicitation and evaluation of proposals for the Statewide Databases. In furtherance of that collaboration, the parties agree as follows:

ODL shall:

- Solicit and synthesize public, K-12 and academic library feedback to ensure the needs of all Oklahomans are represented in the Request for Proposal.
- Draft an RFP that meets both ODL and OSRHE/OCALD goals and has the approval of the OCALD Cooperative Collection Development and Resource Sharing Committee.
- Collaborate with OSRHE/OCALD to determine the evaluation and selection criteria.
- Submit required documentation to the OMES AI and Technology Chief Officer and OMES Central Purchasing and collaborate with them to complete the competitive bidding process.
- Coordinate the RFP evaluation and selection process, including representatives of the academic library community, public, and K-12 library community.
- Pay the portion of the subscription attributable to the base subscription, subject to a fully executed agreement, mutually agreed pricing, and the availability of lawfully appropriated funds.
- Provide its own technical support.

OSRHE, acting in coordination with OCALD, shall:

- Assign the OCALD Cooperative Collection Development and Resource Sharing Committee to evaluate and recommend a preferred supplier based on the collective needs of both parties.
- Pay the portion of the subscription attributable to the higher education market, subject to a fully executed agreement, mutually agreed pricing, and the availability of lawfully appropriated funds.
- Ensure ODL receives payment for the higher education portion of the subscription no later than 45 days prior to the annual payment due to the supplier.
- Provide its own technical support.
- Share statistics with ODL as requested.
- Provide written notice to ODL no later than May 1 of each year stating whether OSRHE intends to continue or discontinue participation in this partnership for the upcoming renewal term.

4. Contacts:

Dr. Anna Dunn
Associate Vice Chancellor for Innovation
Oklahoma State Regents for Higher Education
655 Research Parkway, Suite 200
Oklahoma City, OK 73104
Adunn@osrhe.edu

Natalie Currie
Executive Director and State Librarian
Oklahoma Department of Libraries
200 Northeast 18th St.
Oklahoma City, OK 73105
Natalie.Currie@libraries.ok.gov

5. Accessibility:

All electronic and information technology must meet the applicable accessibility standards of 36 C.F.R. SS 1194 et seq. And Section 508 of the Rehabilitation Act of 1973, as amended. (29 U.S.C. SS 794). Specifically, the following Section 508 technical standards may be applicable. “Software Applications and Operating Systems (36 C.F.R. SS 1194.21)” Web-based Intranet and Internet Information and Applications (36 C.F.R. SS 1194.22) “Video or Multimedia Products (36 C.F.R. SS

1194.24). Contracts and RFPs must, at a minimum, state the level of compliance to each applicable regulator section.

6. Additional Terms:

Funding Contingency. Both OSRHE's and ODL's obligations under this Memorandum of Understanding are subject to the availability of lawfully appropriated funds and to all applicable budgeting, procurement, and approval requirements. Nothing herein shall be construed to create a financial obligation on the part of either party in excess of funds duly appropriated and made available for such purpose.

Independent Obligations. Each party shall be solely responsible for its own acts and omissions and for the performance of obligations expressly assigned to it under this Memorandum of Understanding. Nothing herein shall be construed to create a partnership, joint venture, agency relationship, or joint liability between the parties.

No Authority to Bind. Neither party shall have authority to bind the other party, whether contractually or otherwise, except as expressly authorized in a separate written instrument executed by an authorized representative of the party to be bound.

Compliance with Law. Each party shall perform its obligations under this Memorandum of Understanding in accordance with all applicable federal and state laws, rules, regulations, and policies. Specifically:

2022 Oklahoma State Legislature HB3702, codified as Title 70 O. S. § 11-201. Vendors must have safety policies and technology measures in place to (1) Prohibit and prevent a user of the resource from sending, receiving, viewing, or downloading materials that are child pornography or obscene materials (as defined in 21 O.S. § 1024.1) or materials that depict child sexual exploitation (as defined in 21 O.S. § 843.5); and (2) Filter or block access to child pornography or obscene materials (as defined in 21 O.S. § 1024.1) or materials that depict child sexual exploitation (as defined in 21 O.S. § 843.5)

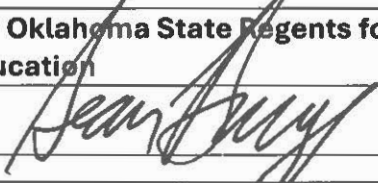

Records Cooperation. Each party shall maintain records reasonably necessary to document its performance under this Memorandum of Understanding and shall cooperate with reasonable requests for information relating to administration of the statewide database subscription, including pricing, usage, renewal, and payment information, subject to applicable law.

Termination. Either party may terminate this Memorandum of Understanding upon thirty (30) days' prior written notice to the other party. Termination shall not relieve either party of obligations accrued prior to the effective date of termination.

Renewal Option. Any renewal applicable to databases targeted to the higher education market shall be at OSRHE's sole option and shall be considered separately from renewal of ODL's base subscription. In the event OSRHE elects not to renew its portion of the subscription, ODL may renew its base subscription independently.

7. Term of Memorandum of Understanding:

This Memorandum of Understanding shall become effective as of the latest date of signature by the parties.

For Oklahoma State Regents for Higher Education	For Oklahoma Department of Libraries
	 Jun 10, 2026
Sean Burrage, Chancellor Oklahoma State Regents for Higher Education	Natalie Currie, Executive Director and State Librarian Oklahoma Department of Libraries

Approved
As To Form
Initials 


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Final Audit Report

2026-06-10

Created:	2026-06-10
By:	Kelly Parker (Kelly.Parker@libraries.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOAtmQ3vEHKI8wxTo_dvuvzqD1JrD_xiD

"FINAL_FY26_MEMORANDUM_OF_UNDERSTANDING_ODL_OS Rhe" History

-  Document created by Kelly Parker (Kelly.Parker@libraries.ok.gov)
2026-06-10 - 8:42:30 PM GMT
-  Document emailed to Natalie Currie (natalie.currie@libraries.ok.gov) for signature
2026-06-10 - 8:43:49 PM GMT
-  Email viewed by Natalie Currie (natalie.currie@libraries.ok.gov)
2026-06-10 - 8:43:55 PM GMT
-  Document e-signed by Natalie Currie (natalie.currie@libraries.ok.gov)
Signature Date: 2026-06-10 - 9:01:11 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-06-10 - 9:01:11 PM GMT