License Agreement consists of:

- This ProQuest Customer Order Form
- Your Clarivate Master Agreement or, where you have not entered a Clarivate Master Agreement, the Clarivate Terms available at https://clarivate.com/terms-of-business; and
- The attached Addenda



By signing this Order Form ("Agreement") you agree to license the Products subject to the License Agreement described above and you certify that you are authorized to enter into this Agreement on behalf of the Customer.

Custome	er: Santa Fe Public Library		
Authorization b		Au	thorization by ProQuest LLC:
Signature:	John Blair John Blair (Apr 5, 2023 11:27 MDT)	Signature:	Dawn Branliam
Name:	Duly Authorized Signature John Blair	Name:	750062 Duby Authorized Signature Dawn Branham
Title:	City Manager	Title:	Director, Order Management
Date Signed:	Apr 5, 2023	Date Signed:	22 February 2023

Order Form

Q-00572305 BK3147481

Product Name	Code	Start Date	End Date	Price
Syndetic Fiction & Biography Profiles	SYFICTION	3/1/2023	2/29/2024	259.88 USD
Syndetic First Chapters & Excerpts	SYFIRSTCHAP	3/1/2023	2/29/2024	221.33 USD
Syndetic Library Journal Reviews	SYLIBRARYJ	3/1/2023	2/29/2024	318.26 USD
Syndetic Publishers Weekly Reviews	SYPUBWEEKLY	3/1/2023	2/29/2024	318.26 USD
Syndetic School Library Journal Reviews	SYSCHLIBRARYJ	3/1/2023	2/29/2024	318.26 USD
Syndetic Summaries & Annotations	SYSUMMANN	3/1/2023	2/29/2024	219.14 USD
Syndetic Author Notes	SYAUTHOR	3/1/2023	2/29/2024	0.00 USD
Syndetic Booklist Reviews	SYBOOKLIST	3/1/2023	2/29/2024	318.26 USD
Syndetic Cover Images	SYCOVERIMAGES	3/1/2023	2/29/2024	383.25 USD

Syndetic Table of Contents	SYTOC	3/1/2023	2/29/2024	291.80 USD
			Total Pri	ce: 2,648.44USD

Product Notes:	
Additional Information:	

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
Santa Fe Public Library Acquisitions Dept 145 Washington Ave Santa Fe NM United States 87501-2016 Electronic Invoice Recipient(s): Margaret Neill mmneil(@santafenm.gov	Santa Fe Public Library Acquisitions Dept 145 Washington Ave Santa Fe NM United States 87501-2016 Electronic Renewal Recipient(s): Margaret Neill mmneill@santafenm.gov
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, please check this box: 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.
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Technical Contact:	Phone:	Email:

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

	Sites:

Account Manager Information:

Paul Shannon

(908) 795-3544 | paul.shannon@clarivate.com

DocuSign Envelope ID: 2A450CDC-C359-42D7-8A23-8E499AE91D24

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PRODUCT / SERVICE TERMS ADDENDUM

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

ProQuest Platform & Ebooks

- 1. Online Research Services. You may use the Product to facilitate online research for your internal research, reference or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:
- (a) Research and Analysis. You and your Authorized Users are permitted to display and use reasonable portions of information contained in the Product for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis. (b) Digital and Print Copies. You and your Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Product (i) for your own internal or personal use as allowed under the doctrines of "fair use" and "fair dealing"; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Product must be retrieved directly from the on-line system for each and every print or digital copy.
- (c) Electronic Reserves, Coursepacks, and Intranet Use. Provided that you do not circumvent any features or functionality of the Product, you and your Authorized Users may include durable links to articles or other works (or portions thereof) contained in the Product in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users. For clarity, you may not otherwise enable access to use of the Product by or for the benefit of any non-subscribing, unauthorized school, library, organization, or user.
- (d) Fair Use/Fair Dealing. You may not publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors. You and your Authorized Users may use the materials contained within the Product consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.
- **2. Academic Institutions.** If you are an academic institution, school, or public library the following license rights also apply:
- (a) Interlibrary Loan (ILL). You may loan digital or print copies of materials retrieved from the Product 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 Product or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) you comply with any special terms governing specific content or licensors as described in the Agreement, (iii) with respect to

- ebooks, copying is limited to small portions of a book, and (iv) you comply with all laws and regulations regarding ILL.
- **(b) Scholarly Sharing.** You and your Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Product 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 Product or the purchase of the underlying work.
- **3. Corporate Institutions.** Provided that you do not violate an express provision of this Agreement, Authorized Users may share research and reports internally within your organization and with other Authorized Users, subject to the transactional pricing that may be triggered, and provided that Authorized Users do not remove any copyright or other notices on the content. You and your Authorized Users may not share searches or articles outside of the subscribing institution. In order to share articles outside the subscribing institution, Authorized Users should contact the publisher directly or contact a copyright clearance company for permission to redistribute articles. Once permission is secured, the article must be sourced as coming from Clarivate.
- 4. Restrictions. Except as expressly permitted in this Addendum, you and your Authorized Users shall not:
 - a) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, discover, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material;
 - b) Remove any copyright and other proprietary notices placed upon the Product or any materials retrieved from the Product by Clarivate or its licensors;
 - c) Circumvent any use limitation or protection device contained in or placed upon the Product or any materials retrieved from the Product;
 - d) Perform penetration tests or use the Product to execute denial of service attacks;
 - e) Perform automated searches against Clarivate's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts or otherwise scrape data from the Product;
 - f) Provide access to, or use of the Product by or for the benefit of, any unauthorized school, library, organization, or user;
 - g) Publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors;
 - h) Use the Product to create products (including tools, algorithms or models) or perform services which compete or interfere with those of Clarivate or its licensors;
 - i) Text mine, data mine or harvest metadata from the Product, use the Product or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models, or use the Product or underlying data to develop or train any artificial intelligence, algorithms or models.
 - j) Communicate or redistribute materials retrieved from the Product; or

- k) Download all or parts of the Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Product, in any form.
- I) Store any information on the Product that violates applicable law or the rights of any third party.
- **5. Streaming Video and Audio Products.** Audio and Video files are delivered via streaming service over the Internet. You and your Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Product. In the case of content that can potentially be publicly performed, you must secure permission from the licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.
- **6. MARC Records.** MARC records may be placed in your online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order with respect to a particular Product.
- 7. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither you nor your Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.
- 8. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, you reserve all right, title and interest in all specific data you contribute to the Product (which may include but is not limited to your created metadata, bibliographic information, holdings and circulation data) and you grant Clarivate permission to use such data in raw form for the limited purpose of operating and improving the Product 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 your permission. Provided that such access, use, and/or sharing does not violate an express provision of the Agreement, you and your Authorized Users are permitted to: (a) access the Product and information derived from the Product in order to discover, manage and provide access to library resources you own or license, (b) create, store and retain any reports and lists delivered by the Product, (c) share data about your own library holdings that are retrieved from such Product with third party applications, so long as prior written notice is provided to Clarivate 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 your library website.
- **9. Library Catalog Enrichment Service.** For library catalog enrichment Products (e.g., Syndetics), you may use the enrichment elements for the sole purpose of augmenting your own library OPAC or website. You may not convert Product metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.
- 10. Analytics. Some Products contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. You and your Authorized Users may create, download, store and retain any such analytics or lists delivered by the Product. Clarivate may use library holdings and other information in the Product for comparison and metrics purposes and in order to better understand its customers' needs.

- 11. Perpetual Archive License. Where you have perpetually licensed content from us through a Perpetual Archive License (PAL), as set out in your Order, your PAL content may only be revoked if you materially breach your Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party. Additionally, your PAL content is maintained in the Clarivate platform subject to an annual Continuing Service Fee (CSF). The CSF will be invoiced in arrears on your contract anniversary date. If you lose the ability to access your PAL content online (e.g., if Clarivate discontinues online access services), or if the PAL content are otherwise eligible for local loading, you may obtain digital copies upon certifying that you will secure and restrict use of the PAL content as contemplated under your Agreement, using systems and technology at least as protective as Clarivate's. In the case of audio files, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless you track playbacks and make all royalty payments to copyright holders for mechanical and performance rights). All use of locally-loaded materials continues to be subject to this Agreement. You are responsible for any file transfer costs.
- **12. Data Mining.** You may not text mine, data mine or harvest metadata from the Product. Your ability to extract and compile data from locally-loaded copies of your PAL content is subject to any content-specific restrictions. Where permitted, you may use content solely for your teaching, learning, and research purposes.
- 13. Supplemental Terms. Some content included in the product 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 product. 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 product.
- **14. Authorized Users.** "Authorized User" means, as it relates to your principal location and any additional sites on your Order:
- (a) For public libraries: library staff, individual residents of your reasonably defined geographic area served, and walk-in patrons while they are on-site; and
- (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.
- (c) For corporate organization, your employees and independent contractors while performing their work.

For clarity, 'Authorized User' excludes corporate affiliates, academic bookstores, non-subscribing institutions, and alumni unless expressly included on the Order.

15. Governing Law and Jurisdiction. If you are a United States company, the laws of Delaware New Mexico (without regard to conflicts of laws) govern all matters arising out of or relating to this Agreement and you consent to the jurisdictional venue in Delaware New Mexico. If you are a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), and the laws of Canada applicable therein, govern all matters arising out of or related to this Agreement and you consent to the jurisdictional venue in Toronto in the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between PROQUEST (PROQUEST) and the CITYOF SANTA FE (Customer).

TERMINATION

This Agreement may be terminated by Customer upon 30 days written notice to the PROQUEST. 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.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

PROQUEST shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of CUSTOMER Santa Fe. In any action, suit or legal dispute arising from this Agreement, PROQUEST agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by CUSTOMER, this Agreement shall terminate upon written notice being given by CUSTOMER to PROQUEST. The CITY's decision as to whether sufficient appropriations are available shall be accepted by PROQUEST and shall be final.

INSURANCE

PROQUEST shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. PROQUEST shall furnish CUSTOMER with proof of insurance of PROQUEST's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

Signature Lines required:	
City of Santa Fe: John Blair (Mar 13, 2023 21:08 MDT) John Blair, City Manager	PROQUEST: Document Brancham Name & Proposition Brancham Director, Order Management
Date:	Date: 22 February 2023
Attest: Kristin Philin	
Kristine Bustos Mihelcic, City Clerk	XIV
City Attorney's Office:	

Approved for Finances:

Emily Oster, Finance Director

Senior Assistant City Attorney



City of Santa Fe, New Mexico Memorandum



DATE:

February 23, 2023

TO:

John Blair, City Manager

VIA:

Emily Oster, Finance Department Director

Kristine Mihelcic, City Clerk

Maria Sanchez-Tucker, Community Services Director

Margaret Neill, Library Division Director Margaret M. Neill

FROM:

Maura Gentry, Project Administrator

ITEM AND ISSUE:

The library requests for the approval to use ProQuest's Quote-00572305 in the total amount of \$2,648.44 for a subscription to Syndetic Solutions. Term 03/2023-02/2024; "ProQuest".

Maura Gentry, mcgentry@santafenm.gov, 505-955-6789.

BACKGROUND AND SUMMARY:

The library, as part of its mission to the public, provides access to a variety of informational and entertainment media in multiple formats. Proquest offers Syndetic Solutions reviews and information for research and material selection purposes.

PROCUREMENT METHOD:

The procurement method is quote under \$20K.

CONTRACT NUMBER:

The FY22/23 Munis contract number is 3203925.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Library/Fund 100 Munis Org Name/Number: 1000105

Munis Object Name/Number: Software Subscription/530710

ACTION REQUESTED:

Community Health & Safety/Library respectfully requests your review and approval.

BUSINESS REGISTRATION



City of Santa Fe

Treasury Department 200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

Business Name: PROQUEST, LLC

DBA: PROQUEST, LLC

Business Location: 789 E EISENHOWER PARKWAY ANN ARBOR, MI 48108

Owner: PROQUEST, LLC

License Number: 232472

Issued Date: March 30, 2022

Expiration Date: March 30, 2023

CRS Number: 03120047008

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

789 E EISENHOWER PARKWAY ANN ARBOR, MI 48108 PROQUEST, LLC

APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ProQuest
Procurement Title: Syndetic Solutions
Procurement Method: State Price Agreement Cooperative Sole Source Other
Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K
Department Requesting Community Services/Library Staff Name Maura Gentry
Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.
REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*
N/A Approved Procurement Checklist (by Purchasing) Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) State Price Agreement RFP Evaluation Committee Report ITB Bib Tab Quotes (3 valid current quotes) Cooperative Agreement Sole Source Request and Determination Form Contractors Exempt Letter Purchasing Officers approval for exempt procurement BAR FIR Executed Contract, Agreement or Amendment Current Business Registration and CRS numbers on contract or agreement Summary of Contracts and Agreements form Certificate of Insurance All documentation presented to Committees
Maura Gentry Project Administrator 02/23/2023
Department Rep Printed Name (attesting that all information included) Contracts Supervisor Title Date Purchasing Officer (attesting that all information is reviewed) Title Date
ITT Representative (attesting that all information is reviewed) Title Date
Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe
Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section	to	be	comp	eted	by	department
----------------	----	----	------	------	----	------------

1. Munis Contract # 3203925			
Contractor: ProQuest "Syl	ndetic Solutions"		
Description: ProQuest offer selection purp	ers Syndetic Solutions reviews ooses in the library catalog.	and information for research and material	
Contract Agreement O	Lease / Rent O Amendn	nent O	
Ferm Start Date: 03/01/2023	Term End Date: 02/29/	/2024	
☐ Approved by Council		Date:	
Contract / Lease: ProQuest Lic	ense Agreement		
Amendment #		to the Original Contract / Lease #	
ncrease/(Decrease) Amount \$			
Extend Termination Date to:			
☐ Approved by Council		Date:	
Amendment is for:			
3. Procurement History:			
<u>্শুন</u> ুপ্ত Purchasing Officer R	oviour	Mar 3, 2023	
Comment & Exception	ns: no exemption needed for one	Date: quote <\$10k	
4. Funding Source: Library/F	und 100	Org / Object: 1000105.530710	
Andy Hopkins Andy Hopkins Mar 3, 2023 15 11, MST)		Mar 3, 2023	
Budget Officer Appro	val:	Date:	
Comment & Exception	ns:		
Staff Contact who complete	ed this form: Maura Gentry	Phone #505-955-6789	
	Email: mcgentry@santafe	enm.gov	
To be recorded by City Clerk:			
Clerk # Date of Execution:	_		
III Denvergetative (attention that	all information is reviewed)	Title Date	

23-0082 ProQuest

Final Audit Report 2023-04-05

Created: 2023-04-03

By: Xavier Vigil (xivigil@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAA5bB8jdu166DHeKoBgcO0XWqfwYTvMV96

"23-0082 ProQuest" History

Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us) 2023-04-03 - 8:01:28 PM GMT- IP address: 63.232.20.2

Document emailed to jwblair@santafenm.gov for signature 2023-04-03 - 8:02:27 PM GMT

Email viewed by jwblair@santafenm.gov 2023-04-05 - 5:25:46 PM GMT- IP address: 104.47.65.254

Signer jwblair@santafenm.gov entered name at signing as John Blair 2023-04-05 - 5:27:22 PM GMT- IP address: 63,232,20,2

Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-04-05 - 5:27:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed. 2023-04-05 - 5:27:24 PM GMT

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