

# **Product Development Collaboration Agreement <sup>1</sup> Between Ex Libris, IGeLU and ELUNA**

This agreement outlines the principles of collaboration between Ex Libris, a ProQuest Company, the International Group of Ex Libris Users (IGeLU), and Ex Libris Users of North America (ELUNA) on development and enhancement of Ex Libris products.

This agreement is taken in conjunction with the user organizations' bylaws and constitutions as the formal process for product enhancement between Ex Libris and the User Organizations. It formalizes the procedures and roles each party takes within the product improvement process for the user organizations' membership.

## **Terminology and Definitions**

- User Organizations - refer to ELUNA and IGeLU Bodies
- Ex Libris refers to the legal entity - Ex Libris, a ProQuest Company
- Working Groups - Working Groups, either permanent or temporary, who focus on licensed products covered in the addendum to this agreement. Working Groups conduct product enhancement processes.
- Communities of Practice (CoP) - groups of volunteers, either permanent or temporary, that have an ongoing shared concern or subject area. CoPs provide an environment in which users can share their experiences, develop and discuss areas of interests, consolidate areas of shared expertise, and build a sense of community
- Community - voting members of ELUNA and IGeLU
- User - any staff member or employee of an institution who uses the product.
- End-user - any patron who has a relationship with a subscribing institution.
- Product Manager - Primary Ex Libris contact with the community working group on product functionality and enhancement
- License - document that provides legally binding guidelines for the use and/or distribution of software. The license also defines the responsibilities of the parties entering into the license agreement and may impose restrictions on how the software can be used. Software licensing terms and conditions usually include fair use of the software, the limitations of liability, warranties and disclaimers and protections if the software or its use infringes on the intellectual property rights of others

- Licensed Products - products in which Ex Libris is responsible for development and is proprietary to them (e.g. Alma). Licensed products are sold or provided as whole line-items and not as subsets of functions or third-party tools (e.g., Oracle Business Intelligence within Alma is an Alma component, not its own entity)
- Development Points - measurement of effort assigned by Ex Libris for development of enhancements in each Licensed Product, prioritized by the voting by each Working Group on a defined list of desired such enhancements
- Enhancement - any product change or upgrade that increases software capabilities - changes to correct a defect is not considered an enhancement under this agreement
- Software defect - is an error or a bug in an application - these mistakes or errors mean that there are flaws in the software so that it does not conform to specifications - defects are usually found during client testing or use, and as such are independent of the enhancement/NERS process.

## A. Governing Principles

A1. The goal of product development collaboration between Ex Libris, IGeLU, and ELUNA is to ensure the products that Ex Libris delivers provide value and meet market and customer needs. All processes developed to meet this goal should facilitate ongoing collaboration for those purposes.

A2. Adequate consideration of the needs and experiences of the users in planning product development is of mutual interest to Ex Libris and the users of its products.

A3. Collaboration with Ex Libris is managed by the Steering Committees of IGeLU and ELUNA, with significant input from the IGeLU & ELUNA Working Groups.

A4. Member institutions can only vote during enhancement voting cycles for products that they currently license. The Working Groups of the user organizations conduct the enhancement voting process.

A5. The voting processes will be open and transparent to all members of each user organization.

A6. The Steering Committees will be responsible for negotiating and executing formal enhancement agreements with Ex Libris, and for their implementation, and subsequent evaluation. Agreements and the number of development points will be evaluated periodically and updated as needed as specified in each product's addenda. Any recommendations arising from work from task forces or advisory groups will not be counted towards the community allocation of development points.

A7. The user organizations will provide a single enhancement process for each Licensed Product detailed in the Addenda of this document.

A8. The user organizations will provide a single channel of communication to Ex Libris for each Licensed Product detailed in the Addenda.

A9. The user organizations will provide subject area expertise to Ex Libris by offering access to Community of Practice, Working Groups, Advisory and Task Forces.

A10. The Steering Committees of the user organizations will determine the creation, support, and sunseting of Working Groups, Advisory Groups, Communities of Practice and Task Forces.

A11. The user organizations will be informed regarding the choice of development partners by Ex Libris and may suggest potential development partners for new Licensed Products and community initiatives.

A12. Each institution gets one vote in the enhancement process of each Licensed Product. If they are members of both user organizations, they will only vote once.

A13. Knowledge base / content management is handled in a separate agreement.

A14. This agreement covers software collaborations where Ex Libris has a major development role. The User Organizations will decide on an as-needed basis the level of support for any Collaborative development initiatives with its parent company, ProQuest, or any of its subsidiaries.

## B. General Responsibilities

### B1 User Community Responsibilities

The IGeLU and ELUNA Steering Committees and the leaders of their Working Groups are jointly responsible for reviewing and assessing user-product usage and experiences of significant community concern and determining the appropriate communication channels. The processes could cover cooperation aimed at short and long term development. Development proposals under this agreement should be supported by the community. As such, user organizations are responsible for:

B1.1 Raising issues of significant community concern through the product management calls, and if, of sufficient concern, via the Steering Committee meetings to Ex Libris senior management.

B1.2 Providing feedback in the selection of development partners to Ex Libris for new Licensed Products or product initiatives

B1.3 Overseeing/Coordinating the enhancement voting process/cycle for each Licensed Product with an agreed-upon enhancement cycle (as outlined in the Addenda)

B1.4 Reducing the complexity of community input to a coordinated and authoritative channel.

B1.5 Tracking enhancement development and regularly reporting completion information about each enhancement out to the community

B1.6 Providing timely responses to Ex Libris' request for information, or feedback, on enhancement development and testing

B1.7 Meeting with new Product Managers to ensure they are aware of the collaboration practices between IGeLU and ELUNA Working Groups and Ex Libris product management.

B1.8 In consultation with Ex Libris product management, creating focus groups of subject matter experts for deeper investigation into functional areas within each Licensed Product

B1.9 When enhancements have been declined by Ex Libris, the working group is responsible for communicating the justification of the decision to the community.

## B2 Ex Libris Responsibilities

B2.1 To ensure continuous sharing of information regarding issues of importance, each Product Manager and designated Working Group leaders will conduct meetings via conference call on a regular basis, approximately once a month or as agreed to by the parties involved.

B2.2 Ex Libris management ensures new Product Managers are well versed in the product and company infrastructure and are aware and instructed about the collaboration practices between Working Groups and Ex Libris product management.

B2.3 Ex Libris will respond in a timely manner to all issues raised by the Steering Committees.

B2.4 Ex Libris will respond in a timely manner to all issues raised by the Working Group leaders.

B2.5 To govern the collaboration process and to facilitate the exchange of mutually relevant information, Ex Libris management will meet with both the IGeLU and ELUNA Chairs and select Steering Committee representatives on a regular basis.

B2.6 Ex Libris will inform the Steering Committees of development partners for new initiatives and new products. Ex Libris may consult with the user organizations steering committees about potential development partners of new products or initiatives

B2.7 Ex Libris will provide a product roadmap to the user community each ½ year to inform the user community of new features and indicate the delivery of community-generated enhancements.

B2.8 Ex Libris will clearly indicate the enhancement request identifier in product release notes when community voted features have been delivered.

B2.9 Ex Libris will provide quarterly updates to the Working Group chairs on the status of each accepted enhancement and their intended delivery dates.

B2.10 Ex Libris product management should make the user organizations aware of any specific regional arrangements (e.g. language-specific, etc.). Such enhancements may not be included in the global enhancement voting process.

B2.11 Ex Libris in collaboration with the Working Group will provide a proposal for enhancements which have been pointed for the final vote

B2.12 Where Ex Libris declines or postpones development or delivery of an agreed upon enhancement, then the Product Manager will provide written documentation to the WG and make it publicly accessible, as illustrated in this [report example](#).

## C. Collaborative Efforts

The parties agree to collaborate on three aspects of development:

- General product enhancement
- Large scale development
- Strategic discussions

### C1 General Product Enhancement

C1.1 Goal: Continuous development of Ex Libris products by delivering highly desired customer enhancements as quickly as possible. However, this development process is not intended to restrict innovation or impact strategic initiatives or commercial interests outside of the current product sets.

C1.2 Principles: A consistent enhancement process for products based on the following key principles:

C1.2.1 If the Working Group is a joint group between user organizations, prioritization (voting) on enhancements for all products will be managed within that group. If Working Groups exist within each organization, prioritization occurs through consensus of both Working Groups.

C1.2.2 Only member institutions of IGeLU and ELUNA that license a specific product will be eligible to vote on enhancements for that product. Each member institution will be allowed to vote once, regardless of consortia affiliation or membership standing in either user organization.

C1.2.3 Institutions that are members of both user organizations will only vote once as specified in A.1.13.

C1.2.4 After the final vote is complete, Ex Libris will implement as many enhancements as possible within 12 months in the priority order established by the Working Group within the set amount of development points for the product as specified in each product addenda. If a particular enhancement cannot be fulfilled within the 12-month period, Ex Libris will incorporate that enhancement within the product roadmap with an estimated time of implementation, unless it has been declined in the process outlined in B.2.13.

C1.2.5 Product Defects / Malfunctions, product defects, regression or bugs within the product should not be ascribed enhancement points, and should be remedied via a patch or an incremental version upgrade, depending upon the severity.

### C1.3 Working Group Commitments:

C1.3.1 Gathering enhancement suggestions together with relevant use cases, assuring clear specification of problems, and desired changes and determining the broader relevance of proposals within the user community.

C1.3.2 Organizing and managing communication about enhancement requests among relevant members and Ex Libris.

C1.3.3 Prioritizing enhancement requests on a timely basis according to the schedule set by the Product Manager and the Working Group Leaders.

C1.3.4 For enhancements to be implemented, both the Product Manager and the Product Working Group leaders are responsible for reviewing and editing functional specifications. Product Working Group leaders may consult with subject matter experts and relevant community of practice groups in the development of functional and technical requirements of each accepted enhancement.

C1.3.5 Participating in pre-release testing for the enhancements to be implemented, where possible, which allows Working Group members to test out new features

C1.3.6 The Product Working Group will invite the original requester to participate in the pre-release testing of an accepted feature.

C1.3.7 Where specific product knowledge is needed around a particular enhancement or initiative, the working group may create temporary or permanent sub-groups to research a particular functional area within the product. Members of focus groups may be from the broader user community, existing working group membership, community of practice groups, or outside of the user community. Focus groups should not start work without formal notification from the steering committees of deliverables, budget, duration, and proposed membership roster approvals.

C1.3.8 Working Group members shall publish at least annually final decisions about each accepted enhancement request to the broader product user community

#### C1.4 Ex Libris Commitments:

C1.4.1 Implementing enhancements with top priorities as soon as possible according to the agreed upon enhancement cycle.

C1.4.2 Providing high-level functional specification for enhancements to be implemented for Working Groups to review.

C1.4.3 Providing information about the status of individual enhancements, especially information about when and how an enhancement will be delivered.

C1.4.4 Documenting all enhancements in release notes and general product documentation. Enhancement identifiers should be included in product release notes to signify delivery to the Working Groups.

C1.4.5 Providing feedback to the Working Group regarding any enhancements that were significantly altered in priority or dropped altogether.

C1.4.6 Providing a preview environment for the working group to test and evaluate accepted enhancements.

C1.4.7 The Product Manager and Working Group will agree on a test window that does not conflict with holidays or peak institutional activities.

C1.4.8 Points allocated to undelivered enhancements will be released and made available at the next enhancement cycle.

## **C2. Large Scale Development Collaboration**

C2.1 Definition Enhancing Ex Libris products and maximizing the utility of additions to its product suite by providing user input on:

C2.1.1 the redesign of major modules / functionalities or the addition of major new features to existing products;

C2.1.2 the development of new products and services. This can be carried out by Advisory Groups.

### C2.2 IGeLU and ELUNA Commitments:

C2.2.1 Reporting substantial development and business needs raised by members of the user community to Ex Libris.

C2.2.2 Selecting users that will serve as members of focus or advisory groups as major new functionality or new products are envisioned, specified, developed, and tested.

### C2.3 Ex Libris Commitments:

C2.3.1 Informing the Steering Committees and relevant Working Group leaders about major development initiatives for existing products or new products.

C2.1.2.2 Working with the designated user representatives throughout the development cycle. In so far as possible, selecting development partners who represent a broad spectrum of the existing or potential user community for a product.

## **C3. Strategic Discussion**

C3.1 Ex Libris and the user organizations agree to periodically discuss strategic developments in libraries and in the Ex Libris product suite.

C3.2 Ex Libris agrees to work with the user organizations when forming ad-hoc advisory groups.



## D. Software Enhancement Process:

### D1. Software Enhancement Process Principles

D1.1 All products have varying development cycles, with enhancements delivered in major and minor releases as well as revisions. As a result, the enhancement schedule may differ from product to product. These schedules are defined in the appendix of each supported product.

D1.2 Ex Libris guarantees a minimum amount of development points per enhancement cycle as defined in the addendum for each product. As many enhancements as possible will be implemented in an agreed-upon order with the Working Group within the set amount of development points for each product.

### D.2 COLLECTION OF ENHANCEMENTS

D2.1 Product Managers will advise Working Group Leaders on a development release schedule

D2.2 Requests from the user community may be entered into the User Organizations' enhancement voting system.

D2.3 Idea Exchange may be considered as a potential content source for enhancements ideas, but entries do not fall under this agreement. In the event that Working Groups wish to use this data for community voting, Ex Libris may provide an export of Ideas Exchange data.

D2.4 Product managers will review community submissions will deduplicate submissions and remove requests already committed to the product roadmap.

### D.3 PREPARATION OF BALLOT

D3.1 Working Group will notify all submitters about the status of their original submissions and may contact original requestors for additional information, if required.

D.3.2 The Working group is responsible for creating and distributing the ballot and tallying the results.

### D.4 Initial COMMUNITY VOTING (if required)

D4.1 Eligible member institutions of IGeLU and ELUNA will cast their votes. Results of the voting will be communicated to the Product Manager. Member institutions can only vote for products that they license.

D4.2 The final product enhancement voting process will be completed at least three months before the scope of the next Ex Libris development cycle is finalized. This will allow the Working Groups enough time to solicit input from their members and for Ex Libris to size the requested enhancements, in order to prioritize enhancement requests.

#### **D.5 DEVELOPMENT POINTING**

D5.1 Working Groups will prioritize collected enhancements and provide the top enhancements to the product manager for review and pointing; no more than 20 enhancements will be submitted for pointing.

D5.2 Product Managers will review the prioritized enhancements list, indicating the following:

D5.2.1 For items that Ex Libris are willing to develop, they will assign development points for the completion of those enhancements.

D5.2.2 For items that Ex Libris are reluctant to develop, product managers will provide a brief explanation of why the enhancement cannot be developed. Ex Libris will publish this information to the Knowledge base.

D5.2.3 If a single enhancement exceeds the current year's total allocation, the working group has the option of using development points from the subsequent year.

#### **D.6 FINAL COMMUNITY VOTING**

D6.1 In the case of a second round of voting, Working Groups will prepare a final document of votable enhancement requests and will open a voting process in the shared enhancement tracking system.

D6.2 Eligible member institutions of IGeLU and ELUNA will cast their votes. Results of the voting will be communicated to the Product Manager. Member institutions can only vote for products that they license.

#### **D.7 ACCEPTANCE OF ENHANCEMENTS**

D7.1 The Working Groups and the Ex Libris Product Managers will expend the number of development points agreed upon in each product addenda.

D7.2 Ex Libris Product managers and the Working Groups will agree upon the order of enhancement execution.

D7.3 A joint report from the product managers and the Working Groups of the agreed-upon enhancements will be provided to the Steering Committee product liaisons of the user organizations.

#### **D.8 IMPLEMENTING ENHANCEMENTS**

D8.1 The Product Manager will provide detailed information about the enhancements planned for the enhancement cycle and where they are scheduled within the product's roadmap.

D8.2 The Working Groups shall provide timely subject area expertise and community input into functional, business and technical requirements of each accepted enhancement to the Product Manager.

D8.3 Product managers and the Working Groups shall agree to a final set of functional and technical requirements prior to development of each enhancement.

D8.4 The working group and the product manager will work collaboratively in the development of each enhancement (requirements gathering, prototyping, testing and acceptance).

D8.5 The working group will be involved in final testing and acceptance of each enhancement.

D8.6 Product managers will keep the Working Group leaders apprised of any delays in delivery. Working group leaders will communicate such delays to the wider community.

### **E Addendum Maintenance**

E.1 The Addenda to this Agreement outline the enhancement cycle and number of development points for each Licensed Product. The following outlines how future products or collaborations between Ex Libris and its development partners will be considered for addition to the scope of this agreement and how changes to the Addendum for a Licensed Product will be made.

#### **E1.1 Process for Adding a Licensed Product To This Agreement**

For a Licensed Product to be added to this agreement, it must be mutually agreed upon by both Ex Libris and the User Organisations. At the time of addition to the agreement, the User Organisations must have an approved Working Group to oversee the enhancement process for that Licensed Product.

#### **E1.2 Process for Changing Development Point Allocations**

For software enhancement cycle for a particular Licensed Product to be changed, Product Management, the Working Group, and steering committee liaison(s) must mutually agree upon

the change in point allocation, whether the proposed change is temporary or permanent, and frequency of enhancement voting cycle.

Changes in development point allocation or enhancement frequency shall be recorded in the signed product addenda to this agreement.

### **E1.3 Process for Terminating / Removing Software From This Agreement**

For a Licensed Product to be removed from this agreement, there must be a mutual agreement between Ex Libris and the User Organisation Bodies. Conditions leading to such removal include, but are not limited to, inactive working group, diminishing customer base, no customer submitted enhancement requests.

The removal of a Licensed Product shall be recorded in the signed product addenda to this agreement.

E.2 This section outlines the elements that will be taken into account when allocating Development Points for each product

### **E2.1 Procedure for Allocating Development Points for Product Addenda**

Development point allocations are agreed upon by the user organization steering committees and Ex Libris, taking into consideration some factors, such as:

- Number of member institutions licensing the product
- Product age / lifecycle
- Growth in number of member institutions that license the product
- Strategic positioning in the marketplace

E2.2 Ex Libris will communicate any decrease in enhancement point allocation at least one enhancement cycle in advance and implemented after approval by the user organisations.

## **F. Term of Agreement**

F1 This agreement in its entirety shall be reviewed on the third anniversary of the acceptance of this agreement. Addenda may be added as warranted with agreement by the user organizations and Ex Libris.

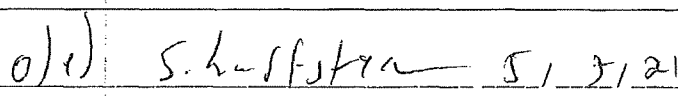
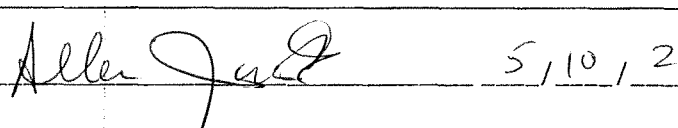

F2 Product addendums can be added, deleted or changed as required provided all parties are in agreement and as defined in Section E.

Ex Libris President	<u>edel Schastjil</u> <u>5/7/21</u>
ELUNA Chair	<u>Allen Jones</u> <u>5/10/21</u>
IGeLU Chair	<u>Alan Jones</u> <u>5/17/21</u>

**Addendum #1**

Product Covered	Aleph
Date of Addendum	23/04/2021
Review cycle	Every 3 years
Development Points per enhancement cycle	120
Enhancement Cycles	<input type="checkbox"/> annual <input checked="" type="checkbox"/> major product release <input type="checkbox"/> other _____
Development Points and Enhancement Cycles	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary Review date _____
Addendum status	<input checked="" type="checkbox"/> Active <input type="checkbox"/> Inactive Date __/__/__
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	<u>Orl. S. Luscher</u> 5/7/21
ELUNA Chair	<u>Albi Jent</u> 5/10/21
IGeLU Chair	<u>Albi Jent</u> 5/7/21

Product Covered	Alma
Date of Addendum	23/04/2021
Review cycle	2 years
Development Points per enhancement cycle	200
Enhancement Cycles	x_ annual __ major product release __ other_____
Development Points and Enhancement Cycles	x_ Permanent __ Temporary    Review date _____
Addendum status	x_ Active __ Inactive __ Date __/__/__
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	<u>Oliver Schartstein</u> <u>5/7/21</u>
ELUNA Chair	<u>Allen J. ...</u> <u>5/10/21</u>
IGeLU Chair	<u>...</u> <u>5/7/21</u>

Product Covered	Leganto
Date of Addendum	23/04/2021
Review cycle	2 years
Development Points per enhancement cycle	50
Enhancement Cycles	<input checked="" type="checkbox"/> _ annual <input type="checkbox"/> _ major product release <input type="checkbox"/> _ other _____
Development Points and Enhancement Cycles	<input checked="" type="checkbox"/> _ Permanent <input type="checkbox"/> _ Temporary      Review date _____
Addendum status	<input checked="" type="checkbox"/> _ Active <input type="checkbox"/> _ Inactive      Date ___/___/___
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	 _____ 5, 3, 21
ELUNA Chair	 _____ 5, 10, 21
IGeLU Chair	 _____ 5, 7, 21



Product Covered	Primo
Date of Addendum	23/04/2021
Review cycle	2 years
Development Points per enhancement cycle	200
Enhancement Cycles	<input checked="" type="checkbox"/> _ annual <input type="checkbox"/> _ major product release <input type="checkbox"/> _ other_____
Development Points and Enhancement Cycles	<input checked="" type="checkbox"/> _ Permanent <input type="checkbox"/> _ Temporary    Review date _____
Addendum status	<input checked="" type="checkbox"/> _ Active <input type="checkbox"/> _ Inactive <input type="checkbox"/> _ Date __/__/__
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	<u>Olaf Schurbstede</u> 5/7/21
ELUNA Chair	<u>Alte J. J.</u> 5/10/21
IGeLU Chair	<u>Alte J. J.</u> 5/7/21

Product Covered	SFX
Date of Addendum	23/04/2021
Review cycle	2 years
Development Points per enhancement cycle	50
Enhancement Cycles	<input type="checkbox"/> annual <input checked="" type="checkbox"/> major product release <input type="checkbox"/> other
Development Points and Enhancement Cycles	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary      Review date _____
Addendum status	<input checked="" type="checkbox"/> Active <input type="checkbox"/> Inactive      Date __/__/__
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	<u>Olaf Schudtschke</u> <u>5/7/21</u>
ELUNA Chair	<u>[Signature]</u> <u>5/10/21</u>
IGeLU Chair	<u>[Signature]</u> <u>5/7/21</u>

Product Covered	Summon /360 Services
Date of Addendum	23/04/2021
Review cycle	2 years
Development Points per enhancement cycle	200
Enhancement Cycles	<input checked="" type="checkbox"/> annual <input type="checkbox"/> major product release <input type="checkbox"/> other _____
Development Points and Enhancement Cycles	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary    Review date _____
Addendum status	<input checked="" type="checkbox"/> Active <input type="checkbox"/> Inactive    Date __/__/__
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	<u>Adel Schakhatun</u> 5/17/21
ELUNA Chair	<u>[Signature]</u> 5/10/21
IGeLU Chair	<u>[Signature]</u> 5/17/21

Product Covered	Voyager
Date of Addendum	23/04/2021
Review cycle	2 years
Development Points per enhancement cycle	100
Enhancement Cycles	<input type="checkbox"/> annual <input checked="" type="checkbox"/> major product release <input type="checkbox"/> other _____
Development Points and Enhancement Cycles	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary Review date _____
Addendum status	<input checked="" type="checkbox"/> Active <input type="checkbox"/> Inactive Date __/__/__
Main Agreement Items excluded from this Addendum	n/a
Additional Items not covered by the Main Agreement	n/a
Ex Libris President	<u>Oliver Schuster</u> 5/7/21
ELUNA Chair	<u>Alfred J. J.</u> 5/10/21
IGeLU Chair	<u>Reinhold</u> 5/7/21