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Executive Summary

To assess the opinions on the current state of the Florida Digital Archive, along with practices and processes associated with its use, FALSC conducted a survey that was sent out to all 40 colleges and universities. It was available between May 31st and June 21st, 2017. FALSC received responses from all 12 universities, as well as 11 of the 28 community and state colleges. This Executive Summary presents a high level overview of the responses in the order that the items appeared on the survey itself. The main body of the report also follows the flow of the survey items, with greater detail, along with full-text of comments received to most items.  

FCS RESULTS: Summary

Of the 11 FCS institutions who responded to the survey, a strong majority of 64% are interested in archiving materials in the Florida Digital Archive. The kinds of things they mentioned that they would wish to preserve included institutional information, collections, and history, as well as materials relevant to local history generally. There was also discussion on current and future use of Islandora for archival purposes.

Those who are not interested in archiving with the Florida Digital Archive offered several reasons. These ranged from staffing issues (i.e., not having enough staff to prioritize this as a new project), a perception of institutional archiving needs being met by Islandora, copyright issues, perception of not enough staff knowledge of the materials that would be archived, and simply a lack of materials to archive (some mentioned that they don’t see barriers per se, they just have no reason to archive).

SUS RESULTS: Summary

Two-thirds of the universities indicated that they have archived materials in the FDA in the past year. Of those, 75% (6 universities) archived exclusively into their own institutional accounts. Additionally, exactly half of the universities indicated that they have archived materials into other long-term preservation repositories during the same time period. These included ProQuest, the UF Tivoli system, Internet Archive, HathiTrust, and Lyrasis.

Over the past year, 3 of the 12 universities, in addition to archiving their own materials, have archived materials in the FDA that are owned by other institutions. These institutions indicated that they have agreements in place with the other institutions, and descriptions of these agreements and arrangements can be found in the main body of the report below.

Regarding specific archival material types in the FDA, a majority of 8 of the universities are archiving Digitized versions of materials in Special Collections (2 are required to do so); 7 universities are archiving Electronic Theses and Dissertations (6 are required to do so); half of the universities archive Oral histories and other AV digital collections (1 is required to do so). See below in the main body of the report for information on other material types and descriptions of the nature of those materials.

1 The report presents full-text responses to all items except for those specific to institutions’ policies. It also does not include institution names, which have been redacted for anonymity.
A large majority of 8 of the universities indicated that there are materials their institution would like to archive but currently does not. These included such things as dissertations and theses (for those who are not already doing so), websites, emails, social media, institutional historical items (photos, events, organizations), and oral history projects.

When SUS respondents were asked about impediments to actively archiving materials in the FDA, we see some similarity to their FCS colleagues. Reasons offered included funding, staffing, lack of knowledge about the FDA, and existing usage of Islandora (as well as other archival platforms). SUS respondents also indicated that there are other concerns over the FDA system itself, including the system's age, ongoing sustainability, transfer capacity limits, the lack of a standard API, and a perceived difficulty in being able to find what an institution has archived to date.

Regarding preservation policies, a majority of 7 of the institutions indicated that there is no policy in place, either at the library or institutional level. Of those that indicated there are policies in place, 4 indicated that the library has one, and 1 indicated that both the library and the institution have preservation policies.

In looking at the materials that are archived, 5 universitites are archiving library or library-related materials only and 5 archive those materials as well as other materials from their institution. The non-library items that have been archived include such things as materials in an institutional repository, datasets, and institutional records of historical value.

When asked about which functions or aspects of the FDA and DAITSS software worked well for their institutions, respondents indicated such things as:

- Submissions (including the option for web submissions of FTP package)
- Web tracking of package ingest status and ingest through FTP
- Query of package submissions
- Format variety in SIP packages
- Online user interface
- Format migration
- Support

Respondents were also asked about which functions or aspects of the FDA and DAITSS software need improvement. They indicated such things as:

- Ability to generate aggregated reports by institution
- Automatically archiving materials, presumably from other FLVC-hosted platforms into the FDA
- FDA single submission options
- Submission via the DAITSS user interface can be slow at times
- Ability to queue via FTP has been unreliable
- Initial FDA logon should default to general query page
- Number of zip files that may be sent at once
• A standard modern API to retrieve information from the DAITSS User Interface.

When asked if there are preservation functions that are important to their institutions that the FDA doesn’t currently offer, respondents suggested such things as:

• Support of METS Editor or comparable METS XML GUI if Digital Library/FDA single submission is not possible
• Versioning
• Islandora to FDA direct deposit
• Ability to submit bulk requests for DIPS from IEIDs and/or use BibIDs
• Ability to accept and validate METS records that contain NISO MIX technical metadata

When asked to rank specific pieces of the FDA documentation, each one fared pretty positively. Respondents ranked documentation as Excellent, Very Good, Good, Fair, or Poor. All documentation had more combined Excellent, Very Good, and Good ratings than combined Fair and Poor ratings. The highest rated items of documentation were the FDA Affiliate’s Guide to the FDA User Interface and Florida Digital Archive Terms. The lowest rated items of documentation were the Table of Recommended Data Formats for Preservation Purposes and FDA File Preservation Strategies by Format. Those were the lowest, but again, they still saw more combined positive ratings than negative ratings. Respondents were also asked what other topics for FDA documentation would be useful to them. Suggestions included instructions on how to integrate other metadata schema in METS and examples of good METS files for ingest.

When asked what other services or functions the FDA could offer that would assist in meeting digital preservation obligations, respondents said such things as integration with Islandora, automatic archiving, and a forum or process for users to submit suggestions for improvements.

In the coming fiscal year, a strong majority of 10 universities indicated that they plan to archive either approximately the same amount of content as last year (5 universities) or more content than last year (also 5 universities). The remaining 2 universities indicated they do not plan to archive any content in the coming year.

Finally, half of the universities use the UF METS Editor to create SIPs, and half do not. Not all of the universities who do not use the UF METS Editor explained their process, but those who did gave reasons which included giving UF permission to send materials to FALSC for placing in the FDA and a locally developed application (Sobek) that interfaces with repositories.
Is your institution interested in archiving materials in the Florida Digital Archive?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>4</td>
<td>36%</td>
</tr>
<tr>
<td>No</td>
<td>7</td>
<td>64%</td>
</tr>
</tbody>
</table>

If you answered yes, please describe the nature of the digital content you wish to preserve, and the quantity of that content.

Possibly information on the institution. Currently no major need, but we've had a couple of collections slip out of our grasp because there is no digitization here.

I am interested in archiving materials, but do not yet have any specifics to give you. We have just created an Islandora site, so will be archiving yearbooks, course catalogs, photos, and other materials there. We are a small community college, so I am uncertain what we would specifically archive, but faculty here do research and we are hoping to increase output of research, as well as saving the hard work they do every day.

We have a project on one campus to archive materials that are hosted on (our) Islandora site, and we may have some potential projects in the future.

Currently we are utilizing FL-Islandora for our content, but I would be interested in contributing to the FDA. We are current preserving content based on the history of (the) college, but I have recently begun collecting materials relating to the history of the (local) areas. At the moment we have approximately 45gb of preserved data.
If you answered no, please elaborate on any reasons or barriers to your institution’s participation in the Florida Digital Archive.

<table>
<thead>
<tr>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>At this time we do not have the staff to begin any archiving projects.</td>
</tr>
<tr>
<td>There may be a time in the future that we might utilize the digital archive within our mission and I would support having access. There are no barriers or reasons for utilizing the service other than adhering to the policies of the archive and our institution.</td>
</tr>
<tr>
<td>I’m not sure. I think our needs will be met by Islandora -- is that part of the &quot;Florida Digital Archive?&quot; We need to <em>convert</em> analog content to digital and lack sufficient staffing and expertise for adequate metadata creation. Those items are from our college archives, relating to the college. The college retains the copyright to most published items (catalog, Board minutes, self-studies) but most interest is in photographs that have been donated to us dating back to the 1950s. We do not have copyright transfer for the photos and for most, do not even know enough about the photo for adequate description. These are our challenges and needs. Thanks for inquiring.</td>
</tr>
<tr>
<td>At this time, we do not have a need but would like to revisit this issue in the future when we undertake a digitization project.</td>
</tr>
<tr>
<td>No barriers - just no reason to start.</td>
</tr>
<tr>
<td>The idea has been brought up &amp; let die several times in the last four years, so I am not willing to say we aren’t ever going to participate.</td>
</tr>
<tr>
<td>We don’t have any material to archive.</td>
</tr>
</tbody>
</table>
SUS Results

Has your institution archived any materials in the FDA in the past year?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>8</td>
<td>67%</td>
</tr>
<tr>
<td>No</td>
<td>4</td>
<td>33%</td>
</tr>
</tbody>
</table>

If so, please indicate which account was used to submit and archive these materials (Please elaborate)

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exclusively into our own institutional FDA account.</td>
<td>6</td>
<td>75%</td>
</tr>
<tr>
<td>Into the following Institution’s FDA accounts</td>
<td>2</td>
<td>25%</td>
</tr>
</tbody>
</table>

- One of the two institutions who does not archive exclusively into their own account does archive into their own account, just not exclusively. They also archive into another institution’s account as well. The other institution archives exclusively into another university’s account.
In the past year, has your institution archived materials in any other long-term preservation repositories, either directly or indirectly via agreements with third parties (e.g., ProQuest, MetaArchive)?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>6</td>
<td>50%</td>
</tr>
<tr>
<td>No</td>
<td>6</td>
<td>50%</td>
</tr>
</tbody>
</table>

If so, please list the names of those other repositories and indicate the nature of the materials archived in them:

- ProQuest holds copies of (our) Electronic Theses and Dissertations.
- ProQuest – ETDs.
- Technically, our ETDs are also preserved through ProQuest but our Graduate School manages that contract and we do not consider it to be one of our preservation systems.
- We do archive our institution’s theses and dissertations in ProQuest.
- UF Tivoli system and smaller quantities of materials scanned by Internet Archive were also deposited with IA. Select materials were also deposited with HathiTrust.
- Lyrasis.
In the past year, has your institution archived materials in the FDA that are owned by other institutions?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>3</td>
<td>25%</td>
</tr>
<tr>
<td>No</td>
<td>9</td>
<td>75%</td>
</tr>
</tbody>
</table>

If so, please describe the nature of the arrangement:

(Our institution) hosts content for a number of partner institutions, including museums, public libraries, municipal archives, govt. agencies, etc. Depending on the partnership agreement, (we) will also submit the materials for preservation in the FDA.

We archived files owned by our partner institutions as part of Central Florida Memory.

(We) host and archive content contributed by FL SUS partners of dLOC as well as other dLOC partners. This arrangement is based on an agreement and sustainability plan that was last renewed in 2012 between (us) as the Tech Hub and dLOC.

If you answered yes, was this as a result of an agreement with that institution (e.g., arrangements with local museums or other educational institutions)?

- All 3 institutions who answered yes to the previous question also answered that, yes, this is as a result of an agreement with that institution

If so, please describe the nature of the arrangement:

Museums, public libraries, academic libraries, and cultural centers as part of Central Florida Memory.

We host small amounts of content from several Florida Cultural Heritage museums and groups including Bok Tower, the Matheson Museum in Gainesville and similar.

See above (“(Our institution) hosts content for a number of partner institutions, including museums, public libraries, municipal archives, govt. agencies, etc. Depending on the partnership agreement, (we) will also submit the materials for preservation in the FDA.”)
Check all that apply and indicate the materials your institution is required to archive, either by funders, institutional or regulatory mandate

<table>
<thead>
<tr>
<th>Material Type</th>
<th>My institution archives these materials with FDA</th>
<th>Archival is compulsory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digitized versions of materials in Special Collections</td>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Electronic Theses and Dissertations</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Oral histories and other AV digital collections</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Other Scholarly Publications</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Cultural heritage and related materials archived on behalf of other institutions</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Materials related to grant-funded projects requiring digital preservation</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

![Bar chart showing the distribution of materials archived and if archival is compulsory](chart.png)
Please describe the nature of the materials you archive with the FDA

**Electronic Theses and Dissertation materials:**

<table>
<thead>
<tr>
<th>Generally PDFs with corresponding MODS records (xml files). We occasionally have supplemental materials such as audio, video or image files that go with a thesis or dissertation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDF documents.</td>
</tr>
<tr>
<td>PDFs and supplemental files (formats vary).</td>
</tr>
<tr>
<td>ETDs, retrospectively scanned Dissertations and Theses, Honors Theses, Projects in Lieu of Thesis.</td>
</tr>
</tbody>
</table>

**Other Scholarly Publications:**

<table>
<thead>
<tr>
<th>Journals, University Magazine, Museum Catalogs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Libraries provide and support the Institutional Repository of the University of Florida and as such are tasked with the permanent retention of its content. Likewise UF affiliated journals that are hosted on the FALSC instance of OJS are not automatically deposited to FDA, so the libraries undertake to ensure they are deposited.</td>
</tr>
</tbody>
</table>

**Digitized versions of materials in Special Collections:**

<table>
<thead>
<tr>
<th>FHP-Florida Heritage Project.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photographs, newspapers, other documents.</td>
</tr>
<tr>
<td>Books, photos, ephemera, newspapers, posters tiff, jpeg, pdf, audio/video.</td>
</tr>
<tr>
<td>The majority of digitized special collections materials—manuscripts, letters, photos, ephemera, art, artifacts, blue prints, newspapers, etc. are digitized using grant funding which requires permanent retention of the digital versions.</td>
</tr>
<tr>
<td>Right now, our focus is serial publications.</td>
</tr>
</tbody>
</table>

**Oral histories and other AV digital collections**

<table>
<thead>
<tr>
<th>Oral histories, music.</th>
</tr>
</thead>
<tbody>
<tr>
<td>As a safety measure, we deposit born digital collections into a digital preservation system before processing begins to make sure a clean copy is always preserved of the materials.</td>
</tr>
<tr>
<td>Veterans Oral History Project, institutional oral histories.</td>
</tr>
<tr>
<td>The majority of digitized or born digital orals history content are digitized or created using grant funding which requires permanent retention and accessibility of the digital versions.</td>
</tr>
</tbody>
</table>
Cultural heritage and related materials archived on behalf of other institutions:

<table>
<thead>
<tr>
<th>Cultural heritage and related materials archived on behalf of other institutions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Books, photos, ephemera, newspapers, posters tiff, jpeg, pdf.</td>
</tr>
<tr>
<td>The majority of such content is digitized using grant funding which requires permanent retention of the digital versions.</td>
</tr>
</tbody>
</table>

Materials related to grant-funded projects requiring digital preservation:

<table>
<thead>
<tr>
<th>Materials related to grant-funded projects requiring digital preservation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Florida Heritage Collection.</td>
</tr>
<tr>
<td>The majority of such content is digitized using grant funding which requires permanent retention of the digital versions. Example includes NEH funded National Digital Newspaper Project content.</td>
</tr>
</tbody>
</table>
Are there materials that your institution would like to archive but doesn’t?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>8</td>
<td>67%</td>
</tr>
<tr>
<td>No</td>
<td>4</td>
<td>33%</td>
</tr>
</tbody>
</table>

If so, please indicate the nature of those materials (e.g., websites, etc.)

- Photos of buildings, former events, organizations, etc. submitted by alumni, faculty, students, departments, in order to preserve the history and legacy of the university and the community. Audio files/oral histories.
- We will be archiving all of our digital collections and intend to begin doing so this academic year.
- Websites Structured data sets.
- In the future we would like to archive Dissertation and Theses and other scholarly works produced by the university.
- Datasets, institutional websites and social media accounts.
- Websites, email, social media Provide institution wide support for materials related to grant-funded projects requiring digital preservation.
- We would like to have tools to increase our capacity to archive website, social media feeds, STL files and other 3-D print file formats.
- Video and oral history projects. We have sent some in the past, just not in the past year.
If your institution either does not actively archive materials in the Florida Digital Archive or archives materials only in a limited capacity, please explain your institution’s impediments to actively archiving materials in the FDA:

- Lack of funding and staffing has prevented our continuation of digital projects.
- It would be easier if materials ingested into Islandora were automatically archived in the FDA.
- We use the FDA in a limited capacity because of the complications we’ve had in getting materials into the system and also our concern over the age and sustainability of the FDA over time.
- There have been times when we have been unable to deposit content at the rate it is produced, due to throttles on content flow. There are times when a large load of vended digital content arrives back at the same time a large project is being done in-house creating more than the weekly allocation of 1.5 TB (or so) of content that remains at risk until it is loaded to FDA. We would like to see the transfer capacity increased.
- There’s no standard API for us to link to the system, so right now it is a cumbersome process. It’s difficult to see what we’ve archived so far; we currently maintain a separate database of those materials.
- Limited knowledge of the FDA, how to use it, benefits, and our ongoing efforts in other areas such as Islandora platforms, ArchivesSpace, and other arrangements for digital collections.

Does your library or institution have a preservation policy or policies?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes - The library has a preservation policy</td>
<td>4</td>
<td>34%</td>
</tr>
<tr>
<td>Yes - Our institution as a whole has a preservation policy</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Yes - Both the library and our institution have a preservation policy</td>
<td>1</td>
<td>8%</td>
</tr>
<tr>
<td>No - Neither the library nor the institution have a preservation policy</td>
<td>7</td>
<td>58%</td>
</tr>
</tbody>
</table>

![Pie chart showing the distribution of preservation policies among libraries.](chart.png)
Does your library archive only materials for the library (including materials owned by other organizations through an agreement with the library) or do you archive materials for your institution as well?

<table>
<thead>
<tr>
<th>Library or library-related materials only</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library or library-related materials and materials from the institution</td>
<td>5</td>
<td>42%</td>
</tr>
<tr>
<td>Not Applicable</td>
<td>2</td>
<td>17%</td>
</tr>
</tbody>
</table>

Please explain the nature of the non-library material:

- Materials included in the Institutional Repository (e.g. (institution) hosted journals and other significant content generated by the university departments and centers) are submitted to the FDA.
- Datasets, born-digital institutional records.
- Institutional records of historical value (University Archives).
- We have archival agreements with many area organizations, non-profits, as well as direct service organizations that are part of, yet separate from (our institution).
**Which existing functions or aspects of the FDA and DAITSS software work well for your institution?**

<table>
<thead>
<tr>
<th>Function/Aspect</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both FTP and DAITSS submissions work well. Submissions via DAITSS can be slow at times.</td>
<td></td>
</tr>
<tr>
<td>The option for either FTP package or web submissions; web tracking of package ingest status and query of package submissions.</td>
<td></td>
</tr>
<tr>
<td>All functions/aspects work well - online gui, ftp submission, online search/view/disseminate, format migration, support.</td>
<td></td>
</tr>
<tr>
<td>Accepts a wide variety of file formats in SIP packages. Provides a comprehensive listing of AIP details</td>
<td></td>
</tr>
<tr>
<td>Tests Checksum during ingest</td>
<td></td>
</tr>
<tr>
<td>File migration of supported formats</td>
<td></td>
</tr>
<tr>
<td>The provision of a .csv spreadsheet with recently accepted zip files with size.</td>
<td></td>
</tr>
<tr>
<td>Ingest through FTP</td>
<td></td>
</tr>
</tbody>
</table>

**Which existing functions or aspects of the FDA and DAITSS need improvement? (Rank them in order of importance to your institution.)**

<table>
<thead>
<tr>
<th>Function/Aspect</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to generate aggregated reports by institution via interface.</td>
<td></td>
</tr>
<tr>
<td>It would be useful if materials were automatically archived in the FDA.</td>
<td></td>
</tr>
<tr>
<td>-Digital Library/FDA single submission options</td>
<td></td>
</tr>
<tr>
<td>-Error/Reject reporting that does not require intermediate FALSC interpretation (human understandable reports)</td>
<td></td>
</tr>
<tr>
<td>-Collection codes in contracts. They are currently limiting because of the need to consistently u</td>
<td></td>
</tr>
<tr>
<td>NOTE: this comment was submitted exactly as depicted</td>
<td></td>
</tr>
<tr>
<td>The ability to queue via FTP has been unreliable in recent months. There have been issues with the packages we’re trying to ingest but errors aren’t easy to find in the ingest reports and I’ve had a few error reports never arrive in my email - I had to hunt for them. Our larger packages (a year's worth of ETD PDFs) have not been handled well by the system so that has caused problems as well. The larger packages are also a product of the fact we're trying to pull materials out of Islandora to load into FDA and there is no easy way to do so. The FDA also requires METS where Islandora needs MODS so we re-purpose the Islandora load packages for FDA but a lot of work is required to do so. Right now, we also rely on the METS editor which is not always user friendly and has sometimes dropped needed METS fields which causes more errors. In terms of importance to institution, it would be 1) Islandora integration 2) Better loading functionality and 3) Easier way to create proper METS files for ingest.</td>
<td></td>
</tr>
<tr>
<td>It would be great if we weren't restricted to using dedicated IPs.</td>
<td></td>
</tr>
<tr>
<td>1. Query speed of the FDA/Daitss GUI</td>
<td></td>
</tr>
<tr>
<td>2) Initial FDA GUI user logon should default to the general query page.</td>
<td></td>
</tr>
<tr>
<td>1) The number of zip files that may be sent at once; 2) Improve speed of file ingest; 3) Ability to accept packages larger than 100GB; 4) Ability to accept file names with spaces and/or commas; 5) Consider allowing login from any computer without IP restrictions; 6) User interface with an option to access a list of previous submissions by date.</td>
<td></td>
</tr>
<tr>
<td>Website is slow; needs an upgrade? Needs a standard modern API to retrieve information; IP restricted access would be fine Related to API, improved reporting on what has been submitted Easier retrieval of archive packages.</td>
<td></td>
</tr>
</tbody>
</table>
Are there preservation functions that are important to your institution that the FDA doesn’t currently offer? (List and rank them in order of importance to your institution.)

<table>
<thead>
<tr>
<th>Function Description</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>It would be useful if materials were automatically archived in the FDA.</td>
<td></td>
</tr>
<tr>
<td>Support of METSEditor or comparable METS XML GUI if Digital Library/FDA single submission is not possible.</td>
<td></td>
</tr>
<tr>
<td>Versioning.</td>
<td></td>
</tr>
<tr>
<td>FL-Islandora to FDA direct deposit.</td>
<td></td>
</tr>
<tr>
<td>1. Ability to submit bulk requests for DIPS from IEIDs and/or use BibIDs 2. Ability to generate .csv's or xls spreadsheets of FDA IEID's from UF BibIDs 3. Ability to generate .csv's or xls files of duplicate UF AIPs (Packages&quot;) 4. Ability to view available space on FDA FTP temporary storage server to better plan load strategy/timing--again due to throttling of loads</td>
<td></td>
</tr>
<tr>
<td>The ability to accept and validate METS records that contain NISO MIX technical metadata.</td>
<td></td>
</tr>
<tr>
<td>Just a better web interface; FDA follows other requirements we need.</td>
<td></td>
</tr>
</tbody>
</table>
Please rate FDA documentation:

<table>
<thead>
<tr>
<th>Document</th>
<th>Excellent</th>
<th>Very Good</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
<th>Don’t use enough to rate</th>
<th>Did not answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>FDA Affiliate's Guide to the FDA User Interface</td>
<td>1</td>
<td>3</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Florida Digital Archive Terms</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>DAITSS Overview</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Florida Digital Archive Policy and Procedures</td>
<td>0</td>
<td>3</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Florida Digital Archive SIP Specifications</td>
<td>0</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Preservation Support Levels</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Table of Recommended Data Formats for Preservation Purposes</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>FDA File Preservation Strategies by Format</td>
<td>0</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

![Bar charts showing ratings for each document]
**What other topics for FDA documentation would be useful to you?**

<table>
<thead>
<tr>
<th>Documentation for FDA is good in general; I can usually figure out what I need to in order to ingest a package. I do wish there were examples of good METS files for ingest; I run into problems with missing information in METS sometimes as the METS editor doesn’t always seem to work 100% correct so being able to check my METS files against a good example of one would be helpful not only in creating it but also in figuring out where a problem may be.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most used piece of documentation is Table of Recommended Data Formats for Preservation Purposes. Please keep this updated and accessible.</td>
</tr>
<tr>
<td>Several of the links in the above documents need to be updated to be usable. For example: <a href="http://www.fcla.edu/digitalArchive/pdfs/DAITSS_METS_SIP_Profile.pdf">www.fcla.edu/digitalArchive/pdfs/DAITSS_METS_SIP_Profile.pdf</a> fclaweb.fcla.edu/uploads/metsETDspec.pdf.</td>
</tr>
<tr>
<td>Instructions on how to integrate other metadata schema in METS; providing other options of software that may be used to create preservation packages and instructions; placing updated documentation related to FDA and DAITSS in a centralized place.</td>
</tr>
<tr>
<td>Please review and update documentation! What's there is decent, but much of it is from 2011/2012?</td>
</tr>
</tbody>
</table>

**What other services or functions could the FDA offer that would assist your institution in meeting its digital preservation obligations?**

<table>
<thead>
<tr>
<th>Integration with Islandora.</th>
</tr>
</thead>
<tbody>
<tr>
<td>It would be useful if materials were automatically archived in the FDA. Though ingest into Islandora and backup on site suits our digital preservation obligations.</td>
</tr>
<tr>
<td>Creating the packages takes a lot of extra steps for us and our workflows - it would be great if there was some way for Islandora and the FDA to talk so that we didn’t need to load everything into two separate places each time but instead load it once to a single location and have both systems use the same package.</td>
</tr>
<tr>
<td>Periodic sample set AIP checksum report Periodic AIP migration reports.</td>
</tr>
<tr>
<td>A forum or process for users to submit suggestions for improvements; improved means for users to ask questions and receive help; provision of online training related to the system.</td>
</tr>
</tbody>
</table>
Provide estimates of the volume of content your institution plans to archive in FY 2017/2018

<table>
<thead>
<tr>
<th>Plan to Archive</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do not plan to archive any content</td>
<td>2</td>
<td>17%</td>
</tr>
<tr>
<td>Plan to archive content but less</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Plan to archive approximately the</td>
<td>5</td>
<td>42%</td>
</tr>
<tr>
<td>plan to archive more content than</td>
<td>5</td>
<td>42%</td>
</tr>
<tr>
<td>did last year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

![Pie chart showing the distribution of content archive plans](chart.png)
Please provide information about the nature of the collections or projects your institution plans to archive in FY 2017/2018

<table>
<thead>
<tr>
<th>Yearbooks.</th>
</tr>
</thead>
<tbody>
<tr>
<td>We plan to archive more content each year on a continuing basis and do not foresee any change in the nature of the collections or projects for the coming year meaning same types of format, number, and sizes of collections.</td>
</tr>
</tbody>
</table>

| We intend to archive our digital collections in the FDA, including video, oral histories, large images, and data. |
| We plan to continue to archive our Electronic Theses and Dissertations, Photographs, Maps, Architectural Drawings, Books, Newspapers, Ephemera, Reports, Musical Scores, Government Documents material along with an increase in Audio/Video materials. |
| While (we) will not be adding content to the FDA, we are mapping out plans to use another DP tool for our needs. Per our draft policy, ETDs and born digital collections are top priorities for our digital preservation program. |

| Similar to previous years, but may begin supporting data for some grant funded projects. |
| (We) will continue to participate in the NEH funded newspaper digitization project, collaborate heavily with the Samuel Proctor Oral History project with the intention of loading over 800 oral histories in the area of African American Families in Florida. The retrospective dissertation scanning project continues at a steady pace. Title VI ensures that we will continue to digitize a large quantity of content on Latin American a Caribbean topics. We will anticipate loading over 1 million images this year in about 100,000 records. |

| Continue with several large projects that include both PDFs and tiffs from archives and special collections. |
| More serials and some audio/video files, particularly oral histories |
Does your institution use the UF METS Editor to create SIPs?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>6</td>
<td>50%</td>
</tr>
<tr>
<td>No</td>
<td>6</td>
<td>50%</td>
</tr>
</tbody>
</table>

If not, please describe the tool or process you use to create SIPs or package materials for archiving:

(We) gave permission for UF to send materials to (FALSC) in order to place them in the FDA; the collection(s) that (we) had digitized by Northern Micrographics, were placed on DVD/CD and mailed to (FALSC) to be placed in the archive.

Locally developed application that interfaces with repositories. (We use Sobek)

Respondent who answered “Yes” above:

Currently when preparing SIP's for FDA we use the DLC Toolbox>Go UFDC The Mets Editor is also part of this suite of tools.
Please describe your preservation workflow and the point in the lifecycle of digital objects when materials are sent to the FDA for archiving, especially any batch processes.²

For PDF or single image content archiving tends to take place soon after ingest of access copies with downloaded Islandora mods xml converted to METS using the step thru directory process. For complex digital objects, it is more complicated to archive after access ingest as the differing content types of a compound object are ingested into Islandora using different content type modules and so objects must be repackaged to have their content files grouped together in a single package directory.

1. Physical materials are digitized according to FADGI Guidelines for archival master files. Born-digital materials may be converted into archival masters in accordance with the FDA highest confidence “Recommended Data Formats for Preservation” (e.g. Microsoft Word conversion to PDF/A) 2. Archival masters are copied into production masters if any processing is necessary. These files are then covered into lower resolution access files. At this point, all files reside in a designated internal production server. 3. Metadata is generated for files and access copies are ingested along with metadata into the digital library system or IR. For audio/video content, they are uploaded to the streaming media server and embedded in digital library and IR metadata records. 4. Archival masters are sent to the FDA along with associated XML METS metadata files. 5. Archival masters along with metadata and access files are moved to an internal dedicated archive server.

We practice targeted digital preservation so that objects that enter the DP workflow are determined by a set of criteria outlined in our draft framework. Those objects slated for digital preservation, at the moment, are loaded into Islandora first and then the load packages for Islandora are re-purposed to meet FDA needs (meaning, a METS file is created for the package, the MODS file is changed slightly to allow for FDA loading and no confusion with the METS file and any Islandora-specific files such as a manifest are removed from the package).

Two workflows – one for materials that are made available online and one for materials that are not posted online: 1. Once materials are made available online, the digital collection metadata is exported and repurposed for FDA packages. Packages are created using the UF METS Editor. Packages are created by batch whenever possible. Packages are submitted to the FDA via ftp. FDA package numbers and ingest IDs are tracked using an internal system. 2. For materials not made available online, FDA packages are created using the METS editor with minimal metadata. Packages are submitted to the FDA via ftp. FDA package numbers and ingest IDs are tracked using an internal system.

(Our) digital preservation workflow is primarily guided by various tools in the DLC Toolbox: 1. Pre-QC tool: archival master files within UFDC BibID packages recursively create .jpg and .jp2 access copies with Imagemagick and retrieve an existing METS from UFDC. 2. Quality Control Tool: quality control and descriptive metadata is added and OCR is performed. 3. Go UFDC: UF BibID package is loaded to UFDC and archived to Tivoli storage. 4. Go UFDC>FDA Prep tool: Creates FDA xml file from online UFDC METS file and creates checksums. 5. Filezilla: FTP’s SIP package to FDA package server. 6. FDA package ingest is verified through FDA/DAITSS GUI via.csv. converted to xls format.

After materials have been submitted to the IR, individual packages with METS records are created. Batch processes are not currently employed. See details below – Individual packages contain the original file with any supplemental files. The size of the file does not exceed size limits and that file names follow the FDA conventions. A METS record is generated by converting a MARC UTF-8 record for the object. Supplemental files (with structural metadata) and the FDA metadata are added to the METS using SobeckCM. The METS record will be renamed to match the package and added. Package is zipped and submitted to the FDA. A CSV file is downloaded to keep a record of what was sent and when.

(We) do not have an established workflow for archiving newly-created digital objects.

² Note: The responses from universities who indicated “No” when asked “May we share details of your workflow with other affiliates?” have been redacted from this report.
May we share details of your workflow with other affiliates?

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>9</td>
<td>75%</td>
</tr>
<tr>
<td>No</td>
<td>3</td>
<td>25%</td>
</tr>
</tbody>
</table>

Do you have any additional comments or suggestions about the Florida Digital Archive?

Although, (we) have not made a recent deposit into this digital archive, we still feel as though this is a valuable service to our Library, and we plan to continue use of the service, at some point in the future. This service allows Florida libraries to continue using best practices, as it is relevant to dark archives, with the continued provision of this service. We hope that this service will continue, as losing the service would be a detriment to the Statue University System libraries.

The FDA is an important institutional tool and has provided much needed security for institutional assets. The labor intensive process of digital collection building at the state university libraries would be deeply setback without this service. FDA staff have always been extremely helpful and diligent in assisting (us) to meet their preservation goals. Investment in maintenance, services, and staff for the FDA should be considered a high priority.

It would be useful if materials were automatically archived in the FDA.

In regards to the UF METS editor, unfortunately - it’s dying a slow and painful death. I have noticed it’s getting slower over time and I've had it drop fields on me in the past year that I know I told it to include in the record. If that's going to remain a tool used in the state, I would suggest someone takes ownership of it and does an update on it.

We use the UF METS Editor exclusively for creating FDA packages. Future support (or even improvements) for this Editor or one to replace its functionality is important for our continued FDA package creation.

Stephen is always very responsive to inquiries and is helpful when odd situations arise.

Thank you for offering this service!

Thank you for communicating downtimes, etc. so well via the list!
FCLA -- LIBRARY AGREEMENT FOR USE OF THE FCLA DIGITAL ARCHIVE (FDA)

1. Parties

This Agreement, entered into on October 13, 2006 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the Florida A&M University Board of Trustees (FAMU) for the benefit of [FAMU Libraries] (FAMU Libraries), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from October 13, 2006 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exerciso this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement of Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.
4. Materials to be deposited

An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a signed and dated replacement Appendix A in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a non-exclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.
Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use

Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.
12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement

This Agreement and the FAMU Addendum attached hereto and incorporated herein by reference constitute the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

Please sign, date and forward appropriate University specific signature page, along with this section and Appendix A via fax to Priscilla Caplan, care of FCLA, at 352-392-9185.
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

FLORIDA A&M UNIVERSITY

Dr. Castell Vaughn Bryant
Interim President

FLORIDA CENTER FOR LIBRARY AUTOMATION

James F. Corey
Director

APPROVED AS TO FORM, BUT LEGALITY SUBJECT TO EXECUTION BY ALL PARTIES.
OFFICE OF THE GENERAL COUNSEL

Shira R. Thomas

DATE: 10/18/06
FLORIDA A & M UNIVERSITY ADDENDUM
To FCLA Digital Archive Library Agreement Between FAMU and University of Florida Board of Trustees

THIS ADDENDUM dated October 13, 2006, is by and between Florida A & M University (FAMU), acting for and on behalf of the FAMU Board of Trustees and University of Florida Board of Trustees for Florida Center for Library Automation (FCLA) and its terms are hereby incorporated into and made a part of the above-identified Agreement, and to the extent of any conflict between the Agreement and this Addendum, the provisions contained in this Addendum shall supersede and control respecting the subject matter hereof.

Payment Provision: Payments and applicable interest for late payments will be made in accordance with the University's Prompt Payment Policy. Audit: FCLA shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre and post audit thereof. Taxes: FAMU is a tax immune entity and exempt from the payment of all sales, use or excise taxes.

Availability of Funds: FAMU's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Florida Legislature, budget funding by the FAMU Board of Trustees and/or obligation of funds by the prime funding agency.

Unilateral Cancellation: This Agreement may be unilaterally cancelled by the FAMU for the refusal by FCLA to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement.

FCLA shall not in any manner use the credit, name, logo trademarks and/or copyrights of FAMU in connection with its business or affairs except as specifically authorized in this Agreement or as approved by FAMU in writing prior to such use by FCLA. FCLA shall carry all necessary and appropriate insurance for itself, its employees, agents and representatives.

Lobbying: FCLA agrees to comply with the provisions of Sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the State Legislature or a state agency.

Public Entity Crimes: As provided in F.S. 287.132-133 by entering into this Agreement or performing any work in furtherance hereof, the FCLA certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

Assignment: Neither party may sell, assign, transfer, sublet or convey this Agreement or any rights and obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld.

Notices: All notices required under this Agreement shall be given to the parties at the address specified in the Agreement and Appendix A or at such other place as the parties may designate in writing. All notices shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, or by hand delivery or as designated in the Agreement.

Employment of Unauthorized Persons: The employment of unauthorized aliens by any contractor is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

Nondiscrimination: FCLA agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation, management and employment practices and with respect to availability and accessibility of products and/or product
services to the public. **FCLA** agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such non-discrimination and equality of opportunity.

**Federal Trade Commission (FTC):** all service providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University policies regarding the safeguarding of customer information.

The Agreement, Appendix A and this Addendum constitute the entire agreement between the parties hereto, and supersedes all representations, understanding or agreements prior to execution thereof. The Agreement and this Addendum may only be modified in writing signed by an authorized representative of both parties and attached hereto.
Appendix A:

CONTACT INFORMATION SECTION:

Date of last revision:

The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

NAME: Lauren B. Sapp
TITLE: Director of Libraries
PHONE: 850 599 3370
ADDRESS: 1500 Martin Luther King Boulevard, Tallahassee, FL 32307-4700
EMAIL ADDRESS: lauren.sapp@famu.edu

The primary contact person at Library for technical issues:

NAME: M. Jean Williams Adams
TITLE: Systems Librarian
PHONE: 850 561-2131
ADDRESS: 1500 Martin Luther King Boulevard, Tallahassee, FL 32307-4700
EMAIL ADDRESS: mjean.williamsadams@famu.edu

**Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials.**

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: 
TITLE: 
PHONE: 
ADDRESS: 

6
EMAIL ADDRESS: ________________________________

The person listed above is authorized to: (Please check only those that apply)
___ Deposit materials
___ Request reports
___ Request dissemination
___ Withdraw materials

NAME: _______________________________________

TITLE: _______________________________________

PHONE: ______________________________________

ADDRESS: ___________________________________

EMAIL ADDRESS: ______________________________

The person listed above is authorized to: (Please check only those that apply)
___ Deposit materials
___ Request reports
___ Request dissemination
___ Withdraw materials

NAME: _______________________________________

TITLE: _______________________________________

PHONE: ______________________________________

ADDRESS: ___________________________________

EMAIL ADDRESS: ______________________________

The person listed above is authorized to: (Please check only those that apply)
___ Deposit materials
___ Request reports
___ Request dissemination
___ Withdraw materials

4. The email address to which Ingest Reports, Ingest Errors, and other automatically generated reports should be sent:
EMAIL ADDRESS: 

TECHNICAL INFORMATION SECTION:

Date of last revision:

Please see documentation following this table for completion instructions or contact your FCLA Digital Archive representative.

When filling out the table, please note that:
A preservation level of BIT will be assigned to all formats that are sent to the FDA for ingest that are not specified in the table below.
Materials submitted with an unspecified primary project code will be returned to the depositor unchanged and unarchived.
A list of supported file formats can be found at [http://www.fcle.edu/digitalArchive/pdfs/recFormats.pdf](http://www.fcle.edu/digitalArchive/pdfs/recFormats.pdf)

**PRESERVATION LEVEL TABLE**

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Filling out the Preservation Level Table:

(For most libraries, this section will be filled out in consultation with staff at FCLA)
FCLA -- LIBRARY AGREEMENT FOR USE OF THE FCLA DIGITAL ARCHIVE (FDA)

1. Parties

This Agreement, entered into on 22 September 2005 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the Florida Atlantic University Board of Trustees (hereafter, University) for the benefit of the Florida Atlantic Libraries (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from 22 September 2005 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement of Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited

An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix
A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a signed and dated replacement Appendix A in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the \textit{FCLA DIGITAL ARCHIVE POLICY GUIDE}. The \textit{POLICY GUIDE} may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the \textit{POLICY GUIDE} is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a non-exclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use
Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental
authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.
SIGNATURES

UNIVERSITY OF FLORIDA,
FLORIDA CENTER FOR LIBRARY AUTOMATION
DIRECTOR

Signature: [Signature]
Name typed: James Corey
Date signed: [Date]

FLORIDA ATLANTIC UNIVERSITY,
DIRECTOR OF LIBRARIES

Signature: [Signature]
Name typed: William Miller
Date signed: 12/20/05
Appendix A:

CONTACT INFORMATION SECTION:

Date of last revision: 10/6/05

1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

NAME: Rita Pellen
TITLE: Associate Director
PHONE: (561) 297-3781
ADDRESS: S.E. Wimberly Library, Florida Atlantic University, 777 Glades Rd, Boca Raton, Florida
EMAIL ADDRESS: pellen@fau.edu

2. The primary contact person at Library for technical issues:

NAME: Elaine K. Kelly
TITLE: Assistant Director for Systems
PHONE: (561) 297-3773
ADDRESS:
EMAIL
ADDRESS: ekkelly@fau.edu

**Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials. **

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: Janice Donahue
TITLE: Assistant Director for Technical Services
PHONE: (561) 297-2767
ADDRESS:
EMAIL
ADDRESS: donahue@fau.edu

The person listed above is authorized to: (Please check only those that apply)
_x_ Deposit materials
_x_ Request reports
_x_ Request dissemination
_x_ Withdraw materials
NAME: 
TITLE: 
PHONE: 
ADDRESS: 
EMAIL ADDRESS: 

The person listed above is authorized to: (Please check only those that apply)
  __ Deposit materials  
  __ Request reports  
  __ Request dissemination  
  __ Withdraw materials 

NAME: 
TITLE: 
PHONE: 
ADDRESS: 
EMAIL ADDRESS: 

The person listed above is authorized to: (Please check only those that apply)
  __ Deposit materials  
  __ Request reports  
  __ Request dissemination  
  __ Withdraw materials 

4. The email address to which Ingest Reports, Ingest Errors, and other automatically generated reports should be sent:

EMAIL ADDRESS: 
  darchive@fau.edu
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TECHNICAL INFORMATION SECTION:

Date of last revision: 10/6/05

Please see documentation following this table for completion instructions or contact your FCLA Digital Archive representative.

When filling out the table, please note that:

- A preservation level of BIT will be assigned to all formats that are sent to the FDA for ingest that are not specified in the table below.
- Materials submitted with an unspecified primary project code will be returned to the depositor unchanged and unarchived.
- A list of supported file formats can be found at http://www.fcla.edu/digitalArchive/pdfs/recFormats.pdf
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</table>
FCLA -- LIBRARY AGREEMENT

FCLA DIGITAL ARCHIVE (FDA)

1. Parties

This Agreement, entered into on November 1, 2004 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the Florida Gulf Coast University Board of Trustees (hereafter, University) for the benefit of the Florida Gulf Coast University Library (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from January 1, 2005 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited
An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix B to this Agreement. Library can modify Appendix B at any time by providing FCLA with a dated replacement Appendix B in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. If the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of the party giving the indemnification. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a nonexclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use
Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

To the extent permitted by law, in the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2005. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with 30 days written notice. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or
times by which either party is otherwise scheduled to perform shall be extended
automatically for a period of time equal in duration to the time lost by reason of the
excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by
any court of competent jurisdiction, or by an administrative hearing officer in accordance
with Chapter 120, Florida Statutes, such holding shall not invalidate or render
unenforceable any other provision hereof. However, where a breach of the Agreement
goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part
of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the
laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and
University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no
way define, limit, or describe the scope of this Agreement, or the intent or content of any
provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition,
modification or amendment hereto shall be effective unless in writing and executed by
the parties hereto.
SIGNATURES

UNIVERSITY OF FLORIDA,
FLORIDA CENTER FOR LIBRARY AUTOMATION
DIRECTOR

Signature: [Signature]
Name typed: James Corey
Date signed: 8/22/05

FLORIDA GULF COAST UNIVERSITY,
DIRECTOR, LIBRARY SERVICES

Signature: [Signature]
Name typed: Kathleen Hoeth
Date signed: 8/16/05
Appendix A: Authorized Individuals

Date: July 15, 2005.

1. The primary contact person at Library for billing and other administrative issues:

   Donna Vazquez  
   Assistant Director, Library Business Services  
   Phone: 239-590-7603  
   E-mail: devazque@fgcu.edu

2. The primary contact person for technical issues:

   Georgia Allen  
   Assistant Director, Library Computing & Technology Systems  
   Phone: 239-590-7619  
   Email: gallen@fgcu.edu

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials:

   Kathleen Hoeth  
   Director, Library Services  
   Phone: 239-590-7605  
   Email: khoeth@fgcu.edu

   Rebecca Donlan,  
   Head, Head of Library Collection and Technical Services  
   Phone: 239-590-7641  
   Email: rdonlan@fgcu.edu

   Anjana H. Bhatt  
   Electronic Resources Librarian  
   Phone: 239-590-7634  
   E-mail: abhatt@fgcu.edu
1. Parties

LIBRARY/FCLA AGREEMENT
Florida International University Libraries

May 1, 2005

This Agreement, entered into on May 1, 2005 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the Florida International University Board of Trustees (hereafter, University) for the benefit of the University Libraries (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from May 1, 2005 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.
4. Materials to be deposited

An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix B to this Agreement. Library can modify Appendix B at any time by providing FCLA with a dated replacement Appendix B in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a nonexclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.
Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use

Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library's financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure
No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.
Laurence Miller  
Executive Director of Libraries  

Mark Rosenberg  Arthur Herriott  
Provost  Executive Vice Provost  

(for and in behalf of the FIU Board of Trustees)
Appendix A:

CONTACT INFORMATION SECTION:


1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

NAME: Antonie Downs
TITLE: Executive Associate Director
PHONE: (305) 919-5730
ADDRESS: Biscayne Bay Campus LIB 102B, FIU, Miami, FL 33199
EMAIL ADDRESS: downst@fiu.edu

2. The primary contact person at Library for technical issues:

NAME: Gail Clement
TITLE: Head, Digital Collections Center
PHONE: (305) 348-6708
ADDRESS: Green Library GL 823
EMAIL ADDRESS: clementg@fiu.edu

**Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials. **

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: George Fray
TITLE: Assistant Director of University Computer Services
PHONE: (305) 348-2488
ADDRESS: Green Library GL 391
EMAIL ADDRESS: george@fiu.edu

The person listed above is authorized to: (Please check only those that apply)
_x_ Deposit materials
_x_ Request reports
_x_ Request dissemination
_x_ Withdraw materials

NAME: Sonia Olivella
TITLE: Metadata Specialist
PHONE: 305/348-6932
ADDRESS: Green Library GL 825
EMAIL ADDRESS: olivella@fiu.edu

The person listed above is authorized to: (Please check only those that apply)
  _x_ Deposit materials
  ___ Request reports
  ___ Request dissemination
  ___ Withdraw materials

NAME: ____________________________________________
TITLE: ____________________________________________
PHONE: ____________________________________________
ADDRESS: ____________________________________________
EMAIL ADDRESS: ____________________________________________

The person listed above is authorized to: (Please circle only those that apply)
  ____ Deposit materials
  ____ Request reports
  ____ Request dissemination
  ____ Withdraw materials
TECHNICAL INFORMATION SECTION:

Date of last revision: 20 September 2005 (rev 9/21/2005 1:54 PM)

Please see documentation following this table for completion instructions or contact your FCLA Digital Archive representative.

When filling out the table, please note that:

- A preservation level of BIT will be assigned to all formats that are sent to the FDA for ingest that are not specified in the table below.
- Materials submitted with an unspecified primary project code will be returned to the depositor unchanged and unarchived.
- A list of supported file formats can be found at http://www.fcla.edu/digitalArchive/pdfs/recFormats.pdf
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>FEOL</td>
<td>TIFF, WAVE, XML, PDF</td>
</tr>
<tr>
<td>FHP</td>
<td>TIFF, WAVE, XML</td>
</tr>
<tr>
<td>MCA</td>
<td>TIFF, XML</td>
</tr>
<tr>
<td>RTE</td>
<td>TIFF, XML</td>
</tr>
<tr>
<td>FIUW</td>
<td>TIFF, XML</td>
</tr>
<tr>
<td>DC</td>
<td>PDF, Word, WAVE</td>
</tr>
<tr>
<td>EAD</td>
<td>XML</td>
</tr>
<tr>
<td></td>
<td>BIT</td>
</tr>
<tr>
<td></td>
<td>NONE</td>
</tr>
<tr>
<td></td>
<td>all others</td>
</tr>
</tbody>
</table>
NOTES:

FEOL includes EOL

FHP includes EPC, FALD, FGS

DC = Digital Commons
26 May 2009

This Agreement, entered into on February 3, 2009, between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation and the Florida State University Board of Trustees for the benefit of the University Libraries, governs the terms and conditions of use by the University Libraries of the FCLA Digital Archive.

[Signature]

Julia Zimmerman

Date 7/26/09
FCLA -- LIBRARY AGREEMENT FOR USE OF THE FCLA DIGITAL ARCHIVE (FDA)

1. Parties

This Agreement, entered into on May 26, 2009, between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the Florida State University Board of Trustees (hereafter, University) for the benefit of University Libraries (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from date agreement signed until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement of Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited

An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix
A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a signed and dated replacement Appendix A in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a non-exclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use
Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library's financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental
authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.
Appendix A:

*Please note:* Instructions for filling out the entire Appendix A, including the Preservation Level Table, can be found online at http://www.fcla.edu/digitalArchive/pdfs/InstructionsForApxA.pdf

**CONTACT INFORMATION**

**Date of last revision:**

1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

   NAME: Mark Stoffan
   TITLE: Associate Director for Technology
   PHONE: 850-644-5214
   ADDRESS: 116 Honors Way, PO Box 3062047, Tallahassee, FL 32306-2047
   EMAIL ADDRESS: mstoffan@fsu.edu

2. The primary contact person at Library for technical issues:

   NAME: Plato Smith
   TITLE: Digital Library Production Head
   PHONE: 850-644-3053
   ADDRESS: 116 Honors Way, PO Box 3062047, Tallahassee, FL 32306-2047
   EMAIL ADDRESS: psmithii@fsu.edu

   **Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials.**

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

   NAME: Julia Zimmerman
   TITLE: Library Dean
   PHONE: 850-644-5211
   ADDRESS: 116 Honors Way, PO Box 3062047, Tallahassee, FL 32306-2047
   EMAIL ADDRESS: jazimmerman@fsu.edu

   The person listed above is authorized to: (Please check only those that apply)

   _x_ Deposit materials
   _x_ Request reports
   _x_ Request dissemination
   _x_ Withdraw materials
NAME: Eddie Woodward
TITLE: Heritage Protocol Archivist
PHONE: 850-645-7988
ADDRESS: 116 Honors Way, PO Box 3062047, Tallahassee, FL 32306-2047
EMAIL ADDRESS: ewoodward@fsu.edu

The person listed above is authorized to: (Please check only those that apply)
_x_ Deposit materials
_x_ Request reports
_x_ Request dissemination
_x_ Withdraw materials

NAME: Lucia Patrick
TITLE: Special Collections Department Head
PHONE: 850-644-6167
ADDRESS: 116 Honors Way, PO Box 3062047, Tallahassee, FL 32306-2047
EMAIL ADDRESS: lp­atrick@fsu.edu

The person listed above is authorized to: (Please check only those that apply)
_x_ Deposit materials
_x_ Request reports
_x_ Request dissemination
_x_ Withdraw materials

4. The email address to which Ingest Reports, Ingest Errors, and other automatically generated reports should be sent:

EMAIL ADDRESS:
fcla_reports@lists.fsu.edu
TECHNICAL INFORMATION SECTION

Please note: Instructions for filling out the entire Appendix A, including the Preservation Level Table, can be found online at http://www.fcla.edu/digitalArchive/pdfs/InstructionsForApxA.pdf

When filling out the table below, please note that a list of file formats currently supported by the Florida Digital Archive can be found online at http://www.fcla.edu/digitalArchive/presents/recognizedFormats.xls
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<td>image/tiff</td>
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<td>Marjorie Fogarty Lee Collection, 1948-1952</td>
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FCLA -- LIBRARY AGREEMENT FOR USE OF THE FCLA DIGITAL ARCHIVE (FDA)

template revised: 24 August 2011

1. Parties

This Agreement, entered into on August 29, 2011 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the New College of Florida Board of Trustees (hereafter, University) for the benefit of Jane Bancroft Cook Library (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from August 29, 2011 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement of Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited
An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a signed and dated replacement Appendix A in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a non-exclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.
8. Restrictions on use

Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such
default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

Please sign, date and forward appropriate University specific signature page, along with this section and Appendix A via fax to Priscilla Caplan, care of FCLA, at 352-392-9185.
SIGNATURES

Florida Center for Library Automation
Director

Signature: _____________________________
Name typed: James Corey
Date signed: __________________________

New College of Florida
Library Dean

Signature: _____________________________
Name typed: Brian Doherty
Date signed: 9/12/11
Appendix A:

CONTACT INFORMATION SECTION:

FDA Account Code: thesis Date of last revision: 8/29/2011
Note: the most recent version of this document supersedes all previous versions.

1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

NAME: Nancy Spaid
TITLE: Director of Technical Services
PHONE: 941-487-4402
ADDRESS: 5800 Bay Shore Rd., Sarasota, FL 34243
EMAIL ADDRESS: nspaid@ncf.edu

2. The primary contact person at Library for technical issues:

NAME: Sarah Norris
TITLE: Technical Services Librarian
PHONE: 941-487-4313
ADDRESS: 5800 Bay Shore Rd., Sarasota, FL 34243
EMAIL ADDRESS: snorris@ncf.edu

**Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials.**

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: Brian Doherty
TITLE: Dean
PHONE: 941-487-4401
ADDRESS: 5800 Bay Shore Rd., Sarasota, FL 34243
EMAIL ADDRESS: bdoherty@ncf.edu

The person listed above is authorized to: (Please check only those that apply)

- Deposit materials
- Request reports
- Request dissemination
- Withdraw materials
FCLA -- LIBRARY AGREEMENT

FCLA DIGITAL ARCHIVE (FDA)

1. Parties

This Agreement, entered into on [date] between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the [University Name] Board of Trustees (hereafter, University) for the benefit of [Library Name] (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from [start date] until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited
An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix B to this Agreement. Library can modify Appendix B at any time by providing FCLA with a dated replacement Appendix B in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a nonexclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use
Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2005. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with 30 days written notice. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented. Billing rates will be posted on the FDA website. Library agrees to satisfy Library's financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of
common carrier. In the event of such default, delay or failure to perform, any date or
times by which either party is otherwise scheduled to perform shall be extended
automatically for a period of time equal in duration to the time lost by reason of the
excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by
any court of competent jurisdiction, or by an administrative hearing officer in accordance
with Chapter 120, Florida Statutes, such holding shall not invalidate or render
unenforceable any other provision hereof. However, where a breach of the Agreement
goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part
of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the
laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and
University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no
way define, limit, or describe the scope of this Agreement, or the intent or content of any
provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition,
modification or amendment hereto shall be effective unless in writing and executed by
the parties hereto.

RAYMOND PUSKA
DIRECTOR OF PURCHASING
11/23/04

[Signature]

[Signature]
Subject: Re: digital archive
From: "Selma Jaskowski" <selmaj@mail.ucf.edu>
Date: Thu, 29 Sep 2005 09:07:05 -0400
To: <pcaplan@ufl.edu>

Priscilla,

Attached are the completed appendices. The appendices dates 21 September 2005 are approved by UCF.

Selma

P.S. I thought the meeting was interesting but I'm not sure where we go from here. Looking forward to seeing you tomorrow!

Hi Selma. We're changing the format of the Appendices to the FCLA/Library Agreement for the digital archive. I took the Preservation Format Table information you provided and put it on the new form. Can you fill out Apx A, and review Apx B, and then send it back to me via email with a note that the appendices dated September 21, 2005 are approved by UCF. Thanks

Note I added XML to the list of full preservation formats for FHP and FHQ. This is because the archive requires full preservation of all XML. So it kind of goes without saying, but we're adding it to the table to be explicit.

Let me know if you have any questions, thanks,

p

ps What did you think of Mark's meeting in Orlando?

UCF FDA Apx.doc

Content-Type: application/msword
Content-Encoding: base64
Appendix A:

CONTACT INFORMATION SECTION:

Date of last revision: 21 September 2005

1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

NAME: Selma K. Jaskowski
TITLE: Assistant Director for Systems & Technology
PHONE: 407 823-2564
ADDRESS: UCF Libraries, 4000 Central Florida Blvd. Orlando 32816-2666
EMAIL ADDRESS: selmaj@mail.ucf.edu

2. The primary contact person at Library for technical issues:

NAME: Joel Lavoie
TITLE: Coordinator, Computer Applications
PHONE: 407 823-3685
ADDRESS: UCF Libraries, 4000 Central Florida Blvd. Orlando 32816-2666
EMAIL ADDRESS: jlavoe@mailto.ucf.edu

**Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials. **

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: Page Curry
TITLE: Digital Imaging Technician
PHONE: 407 823-5026
ADDRESS: UCF Libraries, 4000 Central Florida Blvd. Orlando 32816-2666
EMAIL ADDRESS: pcurry@mail.ucf.edu

The person listed above is authorized to: (Please check only those that apply)

_x_ Deposit materials
_x_ Request reports
_x_ Request dissemination
___ Withdraw materials
NAME: Lee Dotson
TITLE: Digital Services Librarian
PHONE: 407 823-1236
ADDRESS: UCF Libraries, 4000 Central Florida Blvd. Orlando 32816-2666
EMAIL ADDRESS: ddotson@mail.ucf.edu

The person listed above is authorized to: (Please check only those that apply)
  _x_ Deposit materials
  _x_ Request reports
  _x_ Request dissemination
  _x_ Withdraw materials

NAME: ____________________________________________
TITLE: ___________________________________________
PHONE: _________________________________________
ADDRESS: _______________________________________
EMAIL ADDRESS: __________________________________

The person listed above is authorized to: (Please check only those that apply)
  _ _ Deposit materials
  _ _ Request reports
  _ _ Request dissemination
  _ _ Withdraw materials

4. The email address to which Ingest Reports, Ingest Errors, and other automatically generated reports should be sent:

EMAIL ADDRESS: __________________________________
Appendix B:

TECHNICAL INFORMATION SECTION:

Date of last revision: 21 September 2005

Please see documentation following this table for completion instructions or contact your FCLA Digital Archive representative.

When filling out the table, please note that:

- A preservation level of BIT will be assigned to all formats that are sent to the FDA for ingest that are not specified in the table below.
- Materials submitted with an unspecified primary project code will be returned to the depositor unchanged and unarchived.
- A list of supported file formats can be found at http://www.fcla.edu/digitalArchive/pdfs/recFormats.pdf
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<td>PDF, ascii text, TIFF, XML</td>
<td>all other formats</td>
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</tr>
</tbody>
</table>
FCLA -- LIBRARY AGREEMENT

FCLA DIGITAL ARCHIVE (FDA) August 2005

1. Parties

This Agreement, entered into on Aug. 31, 2005 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the University of Florida Board of Trustees (hereafter, University) for the benefit of the University of Florida Library (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from Sept. 1, 2005 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement of Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited
An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a signed and dated replacement Appendix A in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a non-exclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.
8. Restrictions on use

Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such
default, delay or failure to perform is due to causes beyond either party's reasonable
control including, but not limited to: strikes, lockouts, or inactions of governmental
authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of
common carrier. In the event of such default, delay or failure to perform, any date or
times by which either party is otherwise scheduled to perform shall be extended
automatically for a period of time equal in duration to the time lost by reason of the
excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by
any court of competent jurisdiction, or by an administrative hearing officer in accordance
with Chapter 120, Florida Statutes, such holding shall not invalidate or render
unenforceable any other provision hereof. However, where a breach of the Agreement
goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part
of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the
laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and
University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no
way define, limit, or describe the scope of this Agreement, or the intent or content of any
provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition,
modification or amendment hereto shall be effective unless in writing and executed by
the parties hereto.

Please sign, date and forward appropriate University specific signature page, along with
this section and Appendix A via fax to Priscilla Caplan, care of FCLA, at 352-392-9185.
SIGNATURES

UNIVERSITY OF FLORIDA,
GEORGE A. SMATHERS LIBRARIES
DIRECTOR

Signature:  
Name typed: Dale Canelas

Date signed: 8/31/2005

UNIVERSITY OF FLORIDA,
FLORIDA CENTER FOR LIBRARY AUTOMATION
DIRECTOR

Signature:  
Name typed: James F. Corey

Date signed: 6/12/06
Appendix A: UF FINAL

Florida Digital Archives Agreement:

CONTACT INFORMATION SECTION:

1. The primary contact person** at Library for policy and administrative issues, including any changes to this Appendix:

   NAME: Cathy Mook
   TITLE: Preservation Librarian
   PHONE: 352 392 6962
   ADDRESS: Box 117007, Smathers Library, UF Gainesville, FL 32611
   EMAIL ADDRESS: cmook@ufl.edu

   An alternate, acting in the extended absence of the primary contact shall be:

   NAME: Erich Kesse
   TITLE: Director, Digital Library Center
   PHONE: 352 846 0129
   ADDRESS: Box 117007, Smathers Library, UF, Gainesville, FL 32611
   EMAIL ADDRESS: erich@uflib.ufl.edu

2. The primary contact person** at Library for technical issues, including any changes to this Appendix:

   NAME: Erich Kesse
   TITLE: Director, Digital Library Center
   PHONE: 352 846 0129
   ADDRESS: Box 117007, Smathers Library, UF, Gainesville, FL 32611
   EMAIL ADDRESS: erich@uflib.ufl.edu

   An alternate, acting in the extended absence of the primary contact shall be:

   NAME: Mark Sullivan
   TITLE: Systems Programmer for the Digital Library Center
   PHONE: 352 846 0129
   ADDRESS: Box 117007, Smathers Library, UF, Gainesville, FL 32611
   EMAIL ADDRESS: marsull@uflib.ufl.edu

**Both primary and alternate contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials. **
3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: James “Gus” Clifton
TITLE: Coordinator, Text Processing and Mark-Up
PHONE: 352 846 0129
ADDRESS: Box 117007, Smathers Library, UF, Gainesville, 32611
EMAIL ADDRESS: gusclif@uflib.ufl.edu

The person listed above is authorized to: (Please X only those that apply)
  X  Deposit materials
  X  Request reports
  X  Request dissemination
  X  Withdraw materials

NAME: Martha Hruska
TITLE: Associate Director for Technology Services
PHONE: 352 392 0342
ADDRESS: Box 117001, Smathers Library, UF, Gainesville, FL 32611
EMAIL ADDRESS: mhruska@uflib.ufl.edu

The person listed above is authorized to: (Please X only those that apply)
  X  Deposit materials
  X  Request reports
  X  Request dissemination
  X  Withdraw materials

Date 8.30.05
Contact Name
Contact Signature
**FCLA Digital Archive PRESERVATION LEVEL TABLE for UF**

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</tr>
</tbody>
</table>

* XML automatically gets FULL level preservation for all project codes.

Date 3/31/05  
Contact Name  
Contact Signature  

template revised: 20 September 2005

1. Parties

This Agreement, entered into on January 1, 2006 between the Florida Center for Library Automation ("FCLA"), and the University of North Florida Board of Trustees, a public body corporate ("University"), for the benefit of Thomas G. Carpenter Library ("Library"), governs the terms and conditions of use by Library of the FCLA Digital Archive ("FDA").

2. Term and modification

This Agreement is in effect from January 1, 2006 until terminated. The Agreement may be terminated without cause by FCLA or Library effective upon 60 days prior written notice of termination.

Should either party fail to comply with the terms and conditions of this Agreement, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

Notwithstanding the foregoing, if the non-compliance is a violation of intellectual property law as described in Section 5 hereof of a substantial and material nature, the other party may immediately terminate the Agreement by written notice to the non-complying party.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement of Appendix A in writing.
The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited

An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a signed and dated replacement Appendix A in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a non-exclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.
Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use

Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

18. State University
The University of North Florida is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. Notwithstanding anything to the contrary contained herein:

(a) Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or the University to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the University beyond the waiver provided in § 768.28, Florida Statutes.

(b) The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

(c) Except as expressly stated in this Agreement, neither party shall use the name of the other in media or print advertising without the prior written consent of the other.

(d) The party contracting with the University represents (1) that it has established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion; (2) that it has not been placed on the convicted vendor list by the Department of Management Services, State of Florida, and (3) that neither it nor any subcontractor or other person, firm or business entity with whom it is engaged in a combined effort to perform this Agreement employs any person who is an officer or employee of the University of North Florida.

(e) Any provisions contained in this Agreement in conflict with the laws, statutes and regulations of the State of Florida and its public bodies corporate shall be void and of no effect.
SIGNATURES

UNIVERSITY OF NORTH FLORIDA, DIRECTOR OF LIBRARIES

Signature: __________________________
Name typed: Shirley Hallblade
Date signed: April 13, 2006

UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

Signature: __________________________
Name typed: Shari Shuman, Vice President, Administration & Finance
Date signed: 4/13/06

UNIVERSITY OF FLORIDA, FLORIDA CENTER FOR LIBRARY AUTOMATION DIRECTOR

Signature: __________________________
Name typed: James Corey
Date signed: 4/24/06
Appendix A:

CONTACT INFORMATION SECTION:

Date of last revision: March 7, 2006

1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

   NAME: Eileen Brady
   TITLE: Head, Special Collections
   PHONE: 904-620-1533
   ADDRESS: University of North Florida, Thomas G. Carpenter Library, P. O. Box 17605, Jacksonville, FL 32245-7605
   EMAIL ADDRESS: ebrady@unf.edu

2. The primary contact person at Library for technical issues:

   NAME: Robert P. Jones
   TITLE: Head, Systems and Public Services
   PHONE: 904-620-2552
   ADDRESS: Same as above
   EMAIL ADDRESS: bjones@unf.edu

   **Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials.**

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

   NAME: Victoria Stanton
   TITLE: Head, Serials Dept.
   PHONE: 904-620-1512
   ADDRESS: Same as above
   EMAIL ADDRESS: vstanton@unf.edu

   The person listed above is authorized to: (Please check only those that apply)
   _X_ Deposit materials
   _X_ Request reports
   _X_ Request dissemination
   _X_ Withdraw materials
NAME: Linda Smith
TITLE: Head, Cataloging Dept.
PHONE: 904-620-1509
ADDRESS: Same as above
EMAIL ADDRESS: lsmith@unf.edu

The person listed above is authorized to: (Please check only those that apply)

- [X] Deposit materials
- [X] Request reports
- [X] Request dissemination
- [X] Withdraw materials

NAME: Dr. Shirley Hallblade
TITLE: Director of Libraries
PHONE: 904-620-2553
ADDRESS: Same as above
EMAIL
ADDRESS: shirley.hallblade@unf.edu

The person listed above is authorized to: (Please check only those that apply)

- [X] Deposit materials
- [X] Request reports
- [X] Request dissemination
- [X] Withdraw materials

4. The email address to which Ingest Reports, Ingest Errors, and other automatically generated reports should be sent:

EMAIL ADDRESS: ebrady@unf.edu
TECHNICAL INFORMATION SECTION:

Date of last revision: March 7, 2006

Please see documentation following this table for completion instructions or contact your FCLA Digital Archive representative.

When filling out the table, please note that:
- A preservation level of BIT will be assigned to all formats that are sent to the FDA for ingest that are not specified in the table below.
- Materials submitted with an unspecified primary project code will be returned to the depositor unchanged and unarchived.
- A list of supported file formats can be found at http://www.fcla.edu/digitalArchive/pdfs/recFormats.pdf

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Preservation Level</th>
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<tbody>
<tr>
<td>FHP</td>
<td>FULL: TIFF, TXT, SGML, XML, JP2</td>
</tr>
<tr>
<td>FEOL</td>
<td>TIFF, TXT, SGML, XML, JP2</td>
</tr>
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<td>JUV</td>
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<tr>
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<td>TIFF, TXT, SGML, XML, JP2</td>
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<tr>
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<td>all formats</td>
</tr>
</tbody>
</table>


FCLA DIGITAL ARCHIVE (FDA) Agreement

Between
The University of South Florida Library System (USFLS)
and the
Florida Center for Library Automation (FCLA)

1. Parties
This Agreement, entered into on September 22, 2004 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the University of South Florida Board of Trustees, a public body corporate, (hereafter, University) for the benefit of the University of South Florida Library System (hereafter, USFLS), governs the terms and conditions of use by USFLS of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification
This Agreement is in effect from January 1, 2005 until terminated. The Agreement may be terminated without cause by FCLA or USFLS with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by USFLS and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or USFLS, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals
The primary contact person at USFLS for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. USFLS can modify Appendix A at any time by providing FCLA with a dated replacement Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.

4. Materials to be deposited
An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix B to this Agreement. USFLS can modify Appendix B at any time by providing FCLA with a dated replacement Appendix B in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials
USFLS retains all ownership and management rights in deposited materials. USFLS warrants that USFLS is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that USFLS has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by USFLS is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to
In the event the dispute is resolved in favor of USFLS, FCLA will re-ingest the material at no charge to USFLS. The parties to this agreement shall be responsible for the negligent acts of their own officers, employees and agents, to the extent permitted by section 768.28 Florida Statutes. Nothing contained in the foregoing sentence shall be construed as either an express or implied waiver of either party’s sovereign immunity, or a consent by either party to being sued. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided
FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant.

7. Right to utilize the archive
Subject to these terms, FCLA grants USFLS a nonexclusive, nontransferable and non-assignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized Individuals” in Appendix A. FDA services will be made available to USFLS as specified in FCLA’s then-current published documentation and service specifications. USFLS understands that documentation and service specifications may change over time.

USFLS may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.

8. Restrictions on use
USFLS shall use the FDA solely as authorized herein. Neither USFLS nor any authorized individuals acquire ownership rights to the FDA. USFLS shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

USFLS understands that the FDA is maintained for the benefit of the State University System of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, USFLS agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, USFLS shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability
In the event of failure to provide any service to the satisfaction of USFLS, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by USFLS for maintaining the files in the FDA from the time of their deposit.

10. Billing
FCLA warrants that it will not bill for use of the FDA until January 1, 2005. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with 30 days written notice. No charges will be incurred by USFLS for FDA services provided up to the time that billing is implemented. Billing rates will be posted on the FDA website. USFLS agrees to satisfy USFLS’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor
It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or USFLS the agent or representative of FCLA for any purposes in
any manner whatsoever. University and USFLS are, and shall remain, independent contractors with respect to all services performed under this Agreement.

12. Force Majeure
No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability
In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment
University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue
This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and University hereby agree that venue shall be in Alachua County, Florida.

16. Captions
The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement
This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

[Signature]
Derrie Perez
Dean, USF Library System

11-10-04
Date

Final authority on behalf of the University of South Florida Board of Trustees, a public body corporate.

[Signature]
Renu Khator
Provost and Vice President for Academic Affairs

12/06/04
Date

[Signature]
APPROVED AS TO FORM AND LEGALITY

[Signature]
ATTORNEY UCF
Appendix A: Authorized Individuals

Date: September 22, 2004

1. The primary contact person at USFLS for billing and other administrative issues:

   Jim S. Gray
   Director for Administrative Services
   813-974-1672
   jgray@lib.usf.edu

2. The primary contact person for technical issues:

   Richard Bernardy
   Senior Computer Programmer Analyst
   813-974-1622
   rbernard@lib.usf.edu

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials:

   Todd A. Chavez
   Director for Technology & Technical Services
   813-974-7905
   tchavez@lib.usf.edu

   Dr. Mark Greenberg
   Director of Special Collections
   813-974-4141
   mgreenbe@lib.usf.edu
Appendix B: Materials to be archived

Date: November 4, 2004

1. Master TIFF images and associated structural metadata (MXF or METS files) for PALMM projects where the SOURCE code is "USF" and the PROJECT code is any of "FHP", "FEOL", "MAP". Full preservation treatment.

   Source = USF
   Project = FHP, FEOL, MAP
   Format = TIFF
   Treatment = full

2. Master TIFF Images, audio (.wav), video (.wmv, .wmv, .rm), marked-up fulltext and associated structural metadata (MXF or METS files), audio (.wav) and video for LDSU projects where the SOURCE code is "USF" and the PROJECT code is "LDSU". Full preservation treatment.

   Source = USF
   Project = USF-LDSU
   Format = TIFF
   Treatment = full

3. ETDs submitted through the USF ETD ftp stream. Full preservation treatment.

   Source = USF
   Project = ETD
   Format = all
   Treatment = full


   Source = USF
   Project = USF-LIBWEB
   Format = all
   Treatment = bit-level
Perez, Derrie wrote:
I thought we had sent it right away, so this is surprising... d

-----Original Message-----
From: Chavez, Todd [mailto:tchavez@lib.usf.edu]
Sent: Tuesday, January 03, 2006 5:52 PM
To: Priscilla Caplan; Todd Chavez
Cc: Gray, Jim; Derrie Perez
Subject: RE: FCLA Digital Archive

I sent it to you a few days after Jim sent me the modified form. I'll track down a copy.

Todd

-----Original Message-----
From: Priscilla Caplan [mailto:pcaplan@ufl.edu]
Sent: Tuesday, January 03, 2006 3:57 PM
To: Todd Chavez
Cc: Gray, Jim; Derrie Perez
Subject: Re: FCLA Digital Archive

Todd,
Did you ever get back to me on this? If so, I'm afraid I don't have a record of it. Could you send again?

p

Gray, Jim wrote:

Priscilla: I have forwarded this FCLA Digital Archive Appendix to Todd Chavez, Director of Technology and Technical Services for his review.

He will be responding to you about it.

Please change the address you have for me (sorry I am at USF not UCF) to:

Univ. of South Florida Library
Attn: Jim S. Gray, LIB122
4202 East Fowler Ave.
Tampa, FL. 33620

Thanks

-----Original Message-----
From: Priscilla Caplan [mailto:pcaplan@ufl.edu]
Sent: Wednesday, September 21, 2005 1:54 PM
To: Gray, Jim
Subject: FCLA Digital Archive

Attached are new Appendices A and B for the FCLA-Library Agreement for use of the FCLA Digital Archive. The reason I am sending this is we've developed a new format for the appendix information. I transferred the information currently in your Apx A and Apx B to these
Subject: Re: FCLA Digital Archive
From: "Mark I. Greenberg" <mgreenbe@lib.usf.edu>
Date: Sat, 14 Jan 2006 21:24:36 -0500
To: Jim Gray <jgray@lib.usf.edu>, Priscilla Caplan <pcaplan@ufl.edu>
CC: Todd Chavez <tchavez@dudley.lib.usf.edu>, Derrie Perez <dperez@dudley.lib.usf.edu>

For the purposes of the document under discussion, please note my phone number is 813-974-4141 and email is mgreenbe@lib.usf.edu.

Mark I. Greenberg, Ph.D.
Director, Florida Studies Center
& Special Collections Department
University of South Florida Libraries
4202 E. Fowler Avenue, LIB122
Tampa, FL 33620-5400
PHONE: 813-974-4141; FAX 813-396-9006
http://www.lib.usf.edu

From: "Gray, Jim" <jgray@lib.usf.edu>
Date: Wed, 11 Jan 2006 14:57:45 -0500
To: <pcaplan@ufl.edu>
Cc: Todd Chavez <tchavez@dudley.lib.usf.edu>, Derrie Perez <dperez@dudley.lib.usf.edu>, "Greenberg, Mark" <mgreenbe@lib.usf.edu>
Conversation: FCLA Digital Archive
Subject: FW: FCLA Digital Archive

Priscilla: Here is the revised document from Todd:

-----Original Message-----
From: Chavez, Todd
Sent: Wednesday, January 11, 2006 2:13 PM
To: Gray, Jim
Subject: FW: FCLA Digital Archive

I made the addition on Mark's email address/information is his role of overseeing digital collection development. Otherwise it is ready for your submission to Priscilla.

Todd

-----Original Message-----
From: Priscilla Caplan [mailto:pcaplan@ufl.edu]
Sent: Monday, January 09, 2006 10:57 AM
To: Perez, Derrie
Cc: Chavez, Todd; Gray, Jim
Subject: Re: FCLA Digital Archive

I'm sorry, I think my note was confusing. I have your Agreement and my copy of the Appendix. What I am missing is a note from you saying that USF approves Appendix A dated 23 and 21 September 2005. You probably sent it but for some reason I have no copy in my files.

Jim Gray is the individual authorized to make and approve changes to the Appendix; I think he was running it by Todd to make sure it was correct.

Anyway, I've attached a new copy to this note. If you can just review this and send me a note it is ok, then we can go ahead and se: you up in the system.

p
FCLA – LIBRARY AGREEMENT

FCLA DIGITAL ARCHIVE (FDA)

Revised: December 12, 2004

1. Parties

This Agreement, entered into on May 11, 2005 between the University of Florida Board of Trustees for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and the University of West Florida Board of Trustees (hereafter, University) for the benefit of the University of West Florida Libraries (hereafter, Library), governs the terms and conditions of use by Library of the FCLA Digital Archive (hereafter, FDA).

2. Term and modification

This Agreement is in effect from May 11, 2005 until terminated. The Agreement may be terminated without cause by FCLA or Library with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this Agreement, except when the default is a violation of intellectual property law as described in Section 5, the other party may notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. In the event that the default is not cured, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further non-compliance.

The Agreement will be reviewed by Library and FCLA no less frequently than annually. It can be modified at any time by written request of FCLA or Library, with the written consent of the other party. Modifications of the terms of Materials to be deposited will be implemented by the FDA within 10 working days of the date of the modified Agreement.

3. Authorized individuals

The primary contact person at Library for billing and other administrative issues, the primary contact for technical issues, and all individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, are listed in Appendix A to this Agreement. Library can modify Appendix A at any time by providing FCLA with a dated replacement Appendix A in writing.

The primary contact persons at the FDA are listed on the FDA website. FCLA can modify the website at any time.
4. Materials to be deposited

An itemized description of all classes of materials to be deposited in the FDA, how they will be obtained by the FDA, and the level of preservation desired are listed in Appendix B to this Agreement. Library can modify Appendix B at any time by providing FCLA with a dated replacement Appendix B in writing. Modifications will be implemented by FCLA within 10 working days.

5. Rights in deposited materials

Library retains all ownership and management rights in deposited materials. Library warrants that Library is responsible for compliance with all applicable copyright laws and other laws applicable to deposited materials, and that Library has the authority to grant to FCLA non-exclusive rights to copy, display and create derivative versions of deposited files. If FCLA receives notification in writing that material deposited by Library is held in the FCLA Digital Archive in violation of applicable law, FCLA will withdraw the material and provide a copy to Library. In the event the dispute is resolved in favor of Library, FCLA will re-ingest the material at no charge to Library. To the extent permitted by law, University agrees to indemnify, defend, and hold harmless the University of Florida Board of Trustees and FCLA, against all claims and expenses, including legal expenses and reasonable attorneys fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of University or Library hereunder. Notwithstanding the above provision, the University of Florida Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

6. Services provided

FCLA will make a best-faith effort to provide services as described in the FCLA DIGITAL ARCHIVE POLICY GUIDE. The POLICY GUIDE may be modified over time by FCLA as circumstances warrant. Library will be notified immediately when the POLICY GUIDE is changed.

7. Right to utilize the archive

Subject to these terms, FCLA grants Library a nonexclusive, nontransferable and nonassignable right to make use of the documented services of the FDA solely for non-commercial purposes. Requests for reports and for deposit, dissemination and/or withdrawal or materials will be restricted to authorized individuals only as listed as “Authorized individuals” in Appendix A. FDA services will be made available to Library as specified in FCLA’s then-current published documentation and service specifications. Library understands that documentation and service specifications may change over time.

Library may submit materials for deposit on behalf of other parties and may pass through to the other party(ies) any charges billed by FCLA for services related to these materials.
8. Restrictions on use

Library shall use the FDA solely as authorized herein. Neither Library nor any authorized individuals acquire ownership rights to the FDA. Library shall not use the FDA in any manner which circumvents security measures implemented by the FDA or which interferes with the functioning of any web site or computer system.

Library understands that the FDA is maintained for the benefit of the public university system of the State of Florida as a whole, with the goal of enhancing the long-term accessibility of digital information. Accordingly, Library agrees to make only good faith use of FDA services in accordance with documentation and this Agreement that demonstrates respect for the rights of other users. Accordingly, Library shall take no action or make any omission which wastes, diminishes or causes harm to the shared resources that make up the FDA.

9. Extent of liability

In the event of failure to provide any service to the satisfaction of Library, or damage to deposited files, FCLA sole and maximum liability is limited to refunding the total of fees paid to FCLA by Library for maintaining the files in the FDA from the time of their deposit.

10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.

11. Independent contractor

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making University or Library the agent or representative of FCLA for any purposes in any manner whatsoever. University and Library are, and shall remain, independent contractors with respect to all services performed under this Agreement.
12. Force Majeure

No default, delay, or failure to perform on the part of FCLA or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

13. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

14. Assignment

University shall not assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of FCLA.

15. Governing Law and Venue

This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FCLA and University hereby agree that venue shall be in Alachua County, Florida.

16. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement, or the intent or content of any provisions contained herein.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

[Signatures]
Appendix A:

CONTACT INFORMATION SECTION:

Date of last revision: 21 September 2005

1. The primary contact person at Library for policy and administrative issues, including any and all changes made to this Appendix:

NAME: Helen Wiggersma
TITLE: Associate Library Director
PHONE: (850) 474-2492
ADDRESS: John C. Pace Library, 11000 University Parkwa, Pensacola, FL 32514
EMAIL ADDRESS: hwigersm@uwf.edu

2. The primary contact person at Library for technical issues:

NAME: Don Thompson
TITLE: Server System Administrator
PHONE: (850) 474-2440
ADDRESS:
EMAIL ADDRESS: hdthomps@uwf.edu

**Both primary contacts will have default authorization to deposit files, request reports, request disseminations and withdraw materials. **

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials, other than those listed above:

NAME: Dr. Dana Sally
TITLE: Dean, University Libraries
PHONE: (850) 474-2492
ADDRESS:
EMAIL ADDRESS: dsally@uwf.edu

The person listed above is authorized to: (Please check only those that apply)

_x_ Deposit materials
_x_ Request reports
_x_ Request dissemination
_x_ Withdraw materials
NAME: Dean DeBolt  
TITLE: Special Collections Librarian  
PHONE: (850) 474-2213  
ADDRESS:  
EMAIL ADDRESS: ddebolt@uwf.edu

The person listed above is authorized to: (Please check only those that apply)
_x_ Deposit materials  
_x_ Request reports  
_x_ Request dissemination  
_x_ Withdraw materials

NAME: Fred Barry  
TITLE: Desktop Systems & Reference Specialist  
PHONE: (850) 857-6157  
ADDRESS:  
EMAIL ADDRESS: fbarry@uwf.edu

The person listed above is authorized to: (Please check only those that apply)
_x_ Deposit materials  
_x_ Request reports  
_x_ Request dissemination  
_x_ Withdraw materials

4. The email address to which Ingest Reports, Ingest Errors, and other automatically generated reports should be sent:

EMAIL ADDRESS: automation@uwf.edu
Appendix B:

**TECHNICAL INFORMATION SECTION:**

**Date of last revision: 21 September 2005**

Please see documentation following this table for completion instructions or contact your FCLA Digital Archive representative.

When filling out the table, please note that:

- A preservation level of BIT will be assigned to all formats that are sent to the FDA for ingest that are not specified in the table below.
- Materials submitted with an unspecified primary project code will be returned to the depositor unchanged and unarchived.
- A list of supported file formats can be found at [http://www.fcla.edu/digitalArchive/pdfs/recFormats.pdf](http://www.fcla.edu/digitalArchive/pdfs/recFormats.pdf)
<table>
<thead>
<tr>
<th>Project Code</th>
<th>Preservation Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHP</td>
<td>FULL: TIFF, XML</td>
</tr>
<tr>
<td></td>
<td>BIT: none</td>
</tr>
<tr>
<td></td>
<td>NONE: all other formats</td>
</tr>
<tr>
<td>MAP</td>
<td>FULL: TIFF, XML</td>
</tr>
<tr>
<td></td>
<td>BIT: none</td>
</tr>
<tr>
<td></td>
<td>NONE: all other formats</td>
</tr>
<tr>
<td>WFPA</td>
<td>FULL: TIFF, XML</td>
</tr>
<tr>
<td></td>
<td>BIT: none</td>
</tr>
<tr>
<td></td>
<td>NONE: all other formats</td>
</tr>
<tr>
<td>ETD</td>
<td>FULL: all formats</td>
</tr>
<tr>
<td></td>
<td>BIT: none</td>
</tr>
<tr>
<td></td>
<td>NONE: none</td>
</tr>
</tbody>
</table>
FAX

TO: Priscilla Caplan
FAX: 352/392-9185
Pages: 7 (including cover)

FROM: Helen Wigersma, Library
DATE: May 11, 2005
Appendix A: Authorized Individuals

Date: May 11, 2005

1. The primary contact person at Library for billing and other administrative issues:

   Helen Wigersma
   Associate Library Director
   (850) 474-2492
   hwigersma@uwf.edu

2. The primary contact person for technical issues:

   Don Thompson
   Server System Administrator
   (850) 474-2440
   hdtthomps@uwf.edu

3. All individuals authorized to request reports and the deposit, dissemination, and/or withdrawal of materials:

   Dr. Grady Morein (through July 31, 2005)
   Dean, University Libraries
   (850) 474-2492
   gmorein@uwf.edu

   Dr. Dana Sally (beginning July 11, 2005)
   Dean, University Libraries
   (850) 474-2492
   dsally@uwf.edu

   Helen Wigersma
   Associate Library Director
   (850) 474-2492
   hwigersma@uwf.edu

   Dean DeBolt
   Special Collections Librarian
   (850) 474-2213
   ddebolt@uwf.edu

   Don Thompson
   Server System Administrator
   (850) 474-2440
   hdtthomps@uwf.edu

   Fred Barry
   Desktop Systems & Reference Specialist
   (850) 857-6157
   fbarry@uwf.edu
Appendix B: Materials to be archived

Date: May 11, 2005

1. Master TIFF images and associated structural metadata (MXF or METS files) for UWF materials in PALMM projects where the PROJECT code is any of “FHP”, “WFP”, “MAP”. Full preservation treatment.

<table>
<thead>
<tr>
<th>PROJECT(S)</th>
<th>FORMAT(S)</th>
<th>SUBACCOUNT</th>
<th>PRES LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHP, WFP, MAP</td>
<td>TIFF, XML</td>
<td>none</td>
<td>full</td>
</tr>
</tbody>
</table>

2. ETDs submitted through the UWF ETD ftp stream. Full preservation treatment.

<table>
<thead>
<tr>
<th>PROJECT(S)</th>
<th>FORMAT(S)</th>
<th>SUBACCOUNT</th>
<th>PRES LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ETD</td>
<td>all</td>
<td>none</td>
<td>full</td>
</tr>
</tbody>
</table>
Subject: RE: uwf agreement
From: "Helen Wigersma" <hwigerms@uwf.edu>
Date: Wed, 8 Jun 2005 08:29:21 -0500
To: "Priscilla Caplan" <pcaplan@ufl.edu>
CC: "Paul Williford (Paul Williford)" <Williford@uwf.edu>

Thanks, Priscilla. Those were referenced by the various folks at our end during an extensive email exchange among them, and that was their conclusion as well. So I think we're good to go with Appendix B as currently outlined. - Helen

-----Original Message-----
From: Priscilla Caplan [mailto:pcaplan@ufl.edu]
Sent: Wednesday, June 08, 2005 8:10 AM
To: Helen Wigersma
Subject: Re: uwf agreement

For UWF photohistory, we have Jpeg2000 files, and for FHP I believe we have JPEG and PDF files (JPEGs probably made by UF, PDFs made by FCLA). However, since these are service copies and not archival masters, it is not unreasonable for you to choose not to archive these. I am just doublechecking to make sure all the i's are dotted and t's are crossed.

p

Helen Wigersma wrote:

Priscilla: I apologize for my tardy response, but the answer to both questions is "Yes."

On #1, we don't think that FCLA has any files from UWF in formats other than TIFF and XML. If that's not the case, would you please alert us.

On #2, I understand and agree that I currently would be the one to request changes to the appendixes. Once our new Dean of Libraries arrives and has time to review this document, he may choose to select someone else, but we will address that when the time comes.

Thanks for your patience! - Helen

-----Original Message-----
From: Priscilla Caplan [mailto:pcaplan@ufl.edu]
Sent: Tuesday, June 07, 2005 12:55 PM
To: Helen Wigersma
Subject: uwf agreement

Hi Helen. I have a couple of questions:

1. You specified for FHP, WFP, and MAP, you want to accord full preservation to TIFF and XML format files. If FCLA has in hand any UWF files for these collections in other formats (JPEG, SID, etc) we will not archive them at all. Please confirm this is correct.

2. We have been assuming that the Administrative contact (in this case, you) would be the person with authority to change the appendixes of an
existing agreement, for example to start archiving a new project code.

It's been brought to my attention that we never made this explicit. So
I just want to inform you that changes to the appendixes should be requested by you.

I sent this a few weeks ago and I'm thinking maybe it got lost in the mail, or maybe your reply did. If so I'm sorry to bother you again!

p
Subject: RE: revised appendices for archive agreement
From: "Helen Wigersma" <hwigersma@uwf.edu>
Date: Mon, 26 Sep 2005 17:12:43 -0500
To: "Priscilla Caplan" <pcaplan@ufl.edu>
CC: "Don Thompson" <hdthomps@uwf.edu>, "Frederic Barry" <fbarry@uwf.edu>, "Dana Sally" <dsally@uwf.edu>

Priscilla: Yes, UWF approves Appendix A and Appendix B dated September 21, 2005. (Only error I saw was that my name is misspelled - it's Wigersma - but I doubt that causes a big problem so no need to redo that sheet.) We'll replace the old sheets with these. - Helen Wigersma

-----Original Message-----
From: Priscilla Caplan [mailto:pcaplan@ufl.edu]
Sent: Wednesday, September 21, 2005 2:53 PM
To: Helen Wigersma
Cc: Don Thompson
Subject: revised appendices for archive agreement

I've attached a revised version of Appendices A and B to the FCLA/UWF Agreement for use of the digital archive. There are two reasons for the change. First, we have revised the forms we're using for the appendices, so I transferred your information from the old format to the new format. Second, following a conversation with Don, we agreed not to archive the West Florida Photohistory (WFP) files that FCLA already holds, but to archive color TIFF masters for WFP under the new code WFFPA. I changed the Appendix B to reflect that. The only other substantive change is that I took Grady's name off Appendix A.

If this is ok with you, please reply to this email with an email saying that UWF approves Appendix A and Appendix B dated September 21, 2005.

Thanks. Looks like Rita is giving Pensacola a miss, thank goodness! For a little while I was worried.

p
FDA Agreements Contractual Language on Billing

Agreements requiring only 30 days written notice for billing:

**USF**, dated September 22, 2004:

“10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2005. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with 30 days written notice. No charges will be incurred by USFLS for FDA services provided up to the time that billing is implemented. Billing rates will be posted on the FDA website. USFLS agrees to satisfy USFLS’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

**UCF**, signed November 23, 2004:

“10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2005. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with 30 days written notice. No charges will be incurred by USFLS for FDA services provided up to the time that billing is implemented. Billing rates will be posted on the FDA website. USFLS agrees to satisfy USFLS’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

**FGCU**, dated November 1, 2004:

“10. Billing

FCLA warrants that it will not bill for use of the FDA until January 1, 2005. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with 30 days written notice. No charges will be incurred by USFLS for FDA services provided up to the time that billing is implemented. Billing rates will be posted on the FDA website. USFLS agrees to satisfy USFLS’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

Agreements requiring 180 days written notice for billing:

**UNF**, dated January 1, 2006 (Agreement indicates that “template revised: 20 September 2005”):

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”
FIU, dated May 1, 2005:

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

FAU, dated 22 September 2005:

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

FAMU, dated October 13, 2006:

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

NCF, dated August 29, 2011 (Agreement indicates that “template revised: 20 August 2011”):

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

FSU, dated February 3, 2009:
“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

UF, dated Aug. 31, 2005:

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”

UWF, dated May 11, 2005:

“10. Billing

FCLA warrants that it will not bill for the use of the FDA until January 1, 2006. Thereafter FCLA may institute cost-recovery billing for the use of the FDA at any time with written notice of no less than 180 days. No charges will be incurred by Library for FDA services provided up to the time that billing is implemented; if Library wishes to withdraw any of its materials from the FDA before billing is instituted it may do so at no charge. Billing rates will be posted on the FDA website. Library agrees to satisfy Library’s financial obligations within the terms and conditions of payment established by FCLA, or to withdraw its contributions from the FDA.”