

LETTER OF AGREEMENT BETWEEN  
THE UNITED STATES GOVERNMENT PUBLISHING OFFICE  
AND  
[LIBRARY/AGENCY]

This Letter of Agreement (LOA or agreement) constitutes and outlines an agreement between the United States Government Publishing Office (GPO) and [LIBRARY/AGENCY] for an exchange of services that will result in permanent public access to [DESCRIPTION OF CONTENT].

**I. PURPOSE**

The purpose of this LOA is to set forth the terms and conditions under which the GPO and [LIBRARY/AGENCY] partner in the exchange of services to provide permanent public access to [DESCRIPTION OF CONTENT], for the benefit of the Federal Depository Library Program (FDLP) and its participants.

**III. SCOPE**

This agreement applies to [DESCRIPTION OF CONTENT] from [LIBRARY/AGENCY]. This LOA defines the services and key project parameters, including:

- Responsibility for maintaining the digital content for public access.
- Providing the content without copyright restrictions.
- Responsibility for metadata and cataloging.
- Responsibility for project expenses.
- Responsible parties in each institution.
- Establishes a mechanism for modifying or terminating the LOA.

**IV. TERMS OF AGREEMENT**

A. Specific Requirements of Each Party

1. [LIBRARY/AGENCY] shall:
  - a. Be responsible for coordination, maintenance, and further development of the [DESCRIPTION OF CONTENT].
  - b. Continue to digitize the [DESCRIPTION OF CONTENT].
  - c. Preserve the resulting digital master files on a secure site.
  - d. Agree that documents in the public domain prior to digitization will remain in the public domain following digitization, and [LIBRARY/AGENCY] will not assert copyright protection over government publications, releases or documents distributed through the FDLP.
  - e. Make electronic copies of the resulting digital files available for no-fee access on a publicly-accessible web site.

- f. Consult with GPO staff on any plans to migrate, reconstitute, or otherwise significantly modify the structure of the information content other than routine refreshing of the resource. Any modification to or migration of [DESCRIPTION OF CONTENT] files must not undermine or limit access to the product.
  - g. Display the FDLP partner logo on the Web pages associated with the [DESCRIPTION OF CONTENT].
  - h. In the event [LIBRARY/AGENCY] can no longer perform their responsibilities under the terms of this agreement, notify GPO at least ninety (90) days before the date on which [LIBRARY'S/AGENCY'S] responsibilities will end, which will also be the date on which this agreement will terminate. On or before the termination date, [LIBRARY/AGENCY] shall:
    - 1. Transfer a copy of the access and preservation files for the collections as well as any associated metadata records and project documentation to GPO; and
    - 2. Provide assistance to GPO staff during the transfer of files.
  - i. Notify GPO in the event they can no longer perform their responsibilities under the terms of this agreement at least ninety (90) days before termination of their responsibilities.
2. GPO shall:
- a. Provide Internet pointers and other locator mechanisms on the FDLP Web page to identify and direct users to the [DESCRIPTION OF CONTENT].
  - b. Provide a notice on the FDLP Web page acknowledging the partnership between GPO and [LIBRARY/AGENCY] to provide permanent public access to the Federal Government information in the [DESCRIPTION OF CONTENT].
  - c. Provide cataloging records with links to FDLP titles in the [DESCRIPTION OF CONTENT] at the [LIBRARY/AGENCY] Web site. These records will be part of GPO's Catalog of U.S. Government Publications.
  - d. Create and/or update bibliographic records in the ILS, for the duration of the agreement, including the uniform resource locator (URL) or PURL for the site and the publications identified as in scope of the FDLP.
  - e. If [LIBRARY/AGENCY] can no longer perform its responsibilities under the terms of this agreement, make the access copies available for no-fee public access, directly or through an alternative partner.
  - f. Notify [LIBRARY/AGENCY] in the event they can no longer perform their responsibilities under the terms of this agreement at least ninety (90) days before termination of their responsibilities.

## **V. FINANCIAL TERMS AND PAYMENT**

No funds are to be exchanged between GPO and [LIBRARY/AGENCY] in connection with the provision of services under this agreement.

**VI. CONTACTS:**

GPO:

[LIBRARY/AGENCY]:

**VII. EFFECTIVE DATE/DURATION/AMENDMENTS**

This agreement is effective as of the date of signature by all authorized representatives indicated below and shall last until terminated in accordance with the specific partner requirements described herein. The LOA may be amended by mutual agreement of the parties.

Either party may terminate this agreement upon ninety (90) days written notice to the other party in accordance with the above terms, after first pursuing a good faith effort to resolve any issues prompting termination.

**VIII. ACCEPTANCE BY:**

\_\_\_\_\_ date \_\_\_\_\_  
Superintendent of Documents  
U.S. Government Publishing Office

\_\_\_\_\_ date \_\_\_\_\_  
Controller, Information Dissemination  
U.S. Government Publishing Office

\_\_\_\_\_ date \_\_\_\_\_  
[LIBRARY/AGENCY]