

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

This Letter of Agreement (LOA or agreement) constitutes and outlines the responsibilities of the United States Government Publishing Office (GPO) and the [LIBRARY/AGENCY] to create and maintain the [DESCRIPTION OF SERVICE] which is freely available to participants in the Federal Depository Library Program (FDLP) and the general public.

II. PURPOSE

The purpose of this LOA is to set forth the terms and conditions under which the GPO and [LIBRARY/AGENCY] will partner to provide access to [DESCRIPTION OF SERVICE] for the benefit of the FDLP, its participants, and the general public.

III. SCOPE

This agreement applies to the [DESCRIPTION OF SERVICE]. This LOA defines key parameters, including:

- Defining the service
- Responsibility for administering the service
- Responsibility for maintaining the service
- Responsibility for project expenses
- Responsible parties in each institution
- Establishes a mechanism for modifying or terminating the LOA

IV. TERMS OF AGREEMENT

A. Specific Partner Requirements

1. [LIBRARY/AGENCY] shall:
 - a. Provide no fee public access to [DESCRIPTION OF SERVICE].
 - b. Impose no restrictions on re-dissemination of information in [DESCRIPTION OF SERVICE].
 - c. Display the FDLP partner logo on the [LIBRARY/AGENCY] Web site to acknowledge the partnership between GPO and [LIBRARY/AGENCY/INSTITUTION] to provide [DESCRIPTION OF SERVICE].
 - d. Assure that under normal operating conditions the server on which [DESCRIPTION OF SERVICE] resides is available for remote public access at least ninety five percent (95%) of the time.
 - e. Provide measures to secure the integrity of [DESCRIPTION OF

SERVICE] through the maintenance of a firewall, for example, which will assure that the informational content is not modified or reconstituted.

f. Assure that a mechanism is in place which provides a backup for software and data files constituting [DESCRIPTION OF SERVICE].

g. Consult with GPO on any plans to migrate, reconstitute, or otherwise significantly modify the structure of the information content or, or access software for, [DESCRIPTION OF SERVICE], other than routine refreshing or updating of the resource.

h. Provide usage statistics and other performance measures annually to GPO.

i. Provide GPO with a copy of current and historical files that constitute [DESCRIPTION OF SERVICE] to include documentation about the product if [LIBRARY/AGENCY] is no longer able to provide no fee public access.

j. Notify GPO in the event [LIBRARY/AGENCY] can no longer perform its responsibilities under the terms of this memorandum at least ninety (90) days before termination of their responsibilities so that GPO can arrange for an alternative method of maintaining the service.

2. GPO shall:

a. Recognize [LIBRARY/AGENCY] as coordinator of [DESCRIPTION OF SERVICE].

b. Provide Internet pointers and other locator mechanisms on the FDLP Web pages to identify and direct users to [DESCRIPTION OF SERVICE].

c. Provide a notice on the FDLP Web pages acknowledging the partnership between GPO and [LIBRARY/AGENCY] to provide [DESCRIPTION OF SERVICE].

d. If [LIBRARY/AGENCY] can no longer perform its responsibilities under the terms of this agreement, provide no-fee public access, directly or through an alternative partner.

e. Notify [LIBRARY/AGENCY] at least ninety (90) days before terminating this agreement.

V. FINANCIAL TERMS AND PAYMENT

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

VI. CONTACTS:

GPO:

[LIBRARY/AGENCY/INSTITUTION]:

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]