

MEMORANDUM OF AGREEMENT BETWEEN
[Library Name]
AND THE
U.S. GOVERNMENT PUBLISHING OFFICE

PURPOSE

This Memorandum of Agreement (MOA) establishes a Preservation Steward partnership between the [Library name] (dep. #) (“[abbreviation]” or “Library”) and the U.S. Government Publishing Office (“GPO” or the “Agency”) (collectively the “Parties”). Further, it outlines their responsibilities to preserve tangible content within scope of the Superintendent of Documents’ Public Information Programs. This MOA expresses the GPO’s and the Federal Depository Library Program’s (FDLP) long term commitment to providing permanent public access through preservation and to an *America Informed*.

SCOPE

The [Library name] agrees to provide preservation stewardship to the tangible publications described in this Agreement.

GPO is responsible for maintaining and providing permanent public access to the National Collection of U.S. Government Public Information. The scope of the National Collection is all public information products of the U.S. Government, regardless of format or medium, produced by Federal employees or paid for with Federal funds. The network of Federal depository libraries serves as stewards for all of the materials distributed in tangible format throughout the history of the FDLP, and that material constitutes our shared, geographically dispersed National Collection. As GPO does not have a single, centralized tangible collection to preserve, reliance on Preservation Steward agreements with Federal depository libraries, Federal agencies, and other institutions or organizations with Government publications are necessary to support the National Collection, ensuring permanent public access to these materials.

TERMS OF AGREEMENT

A. The [Library name] shall:

1. Retain and preserve all the tangible publications or groups of publications listed below. Additional titles or groups of publications may be added to this Agreement by a written addendum signed by the Parties.

Title	SuDoc Classification	Timeframe

2. Ensure all publications in their Preservation Steward collection are cataloged. If there is not an existing bibliographic record in the [Library name] catalog, one will be created using at least minimum level cataloging.
3. **Historic Content.** For historic content, create an item level inventory using the GPO Preservation Steward template for all historical publications in the [Library name] Preservation Steward collection. As part of the inventory, conduct a condition assessment of all publications in their Preservation Steward collection prior to submission of the inventory to GPO. The minimal condition level for preservation copy of record is “fair”. Consult with the GPO Preservation Librarian if any publications have a condition of less than “fair”. Submit the completed inventory to GPO.
4. **Current Content.** For current content (i.e. distributed by GPO after the date of this Agreement), complete and return to GPO the semiannual receipt for new publications the [Library name] received and will become part of their Preservation Steward collection. Obligations for current content will terminate if GPO ceases to distribute the content in print to the [Library name].
5. The [Library name] Preservation Steward collection will [circulate/not circulate] and be housed in [open/closed] stacks.
6. Ensure preservation copies of record are not withdrawn by making them

easily identifiable, for example by making a retention notation in the cataloging record.

7. Include publications in the Library's Preservation Steward collection within the scope of Library's collection care or collection conservation programs.
8. Notify GPO immediately if the condition of any of the titles under its preservation stewardship changes due to loss, deterioration, mold, vandalism, or disaster.
9. Notify GPO immediately by email if there are location changes for any of the titles under its preservation stewardship.
10. Participate in a Preservation Steward status update meeting with GPO staff every three (3) years.
11. Conduct an additional condition assessment of the Preservation Steward collection, with GPO's participation, if changes to the condition of the collection warrant an assessment.

B. GPO shall:

1. Provide a notice on FDLP.gov acknowledging the partnership between GPO and the [Library name] to preserve Federal Government information.
2. Maintain a copy of the [Library name] Preservation Steward inventory and make the inventory publicly available.
3. Include the Preservation Steward holdings of the [Library name] in the *Catalog of U.S. Government Publications*.
4. Provide consultation services for questions related to the preservation and repair of publications in the [Library name] Preservation Steward collection.
5. Assist with finding replacements for publications below the acceptable condition and to fill any gaps in the [Library name] Preservation Steward collection, if applicable.
6. Provide Preservation Steward related promotional materials.

DEFINITIONS

Fair condition	The publication shows signs of heavy use. Cover boards and spines may be loose but are still attached. End pages may be loose or missing. The binding boards and pages may be scuffed or show signs of dirt, foxing, or other markings. The spine may be pulled away from the text block at the top. Pages, maps, and foldouts may be torn, but all information is still present.
Minimum level cataloging	At a minimum, the description of a resource, should include all the core elements (RDA Toolkit) that are applicable and readily ascertainable. The description should also include any additional elements that are required in a particular case to differentiate the resource from one or more other resources with similar identifying information.
Preservation copy of record (for tangible publications)	The preservation copy of record for tangible publications is the version set aside to protect its informational content and intrinsic value from decay or destruction. The copy of record may be nondestructively digitized to create a digital surrogate to function as the use copy.
Intrinsic Value	Intrinsic value is the worth of an item beyond the information content; it includes a combination of factors including historic value and provenance.
Tangible content	Information conveyed on a physical medium.

TERMINATION OF AGREEMENT

1. Either Party may terminate this Agreement after providing written notice

- one hundred and twenty (120) days prior to termination.
2. Between the date of the notice of termination and the date of termination, the [Library name] will continue to provide preservation stewardship in accordance with this Agreement.
 3. The Parties understand that once this Agreement is terminated, GPO may find another depository library to provide preservation stewardship of the Federal publications under the scope of this Agreement, or may itself provide preservation stewardship.

PUBLIC RELEASE OF AGREEMENT

The Parties agree a signed copy of this Agreement may be made public on a GPO website.

FINANCIAL TERMS AND PAYMENT

No funds are to be exchanged between GPO and the [Library name] in connection with the provision of services under this Agreement. Both Parties will be responsible for any expenses it incurs as a result of this Agreement.

EFFECTIVE DATE/REVIEW

This Agreement will be effective as of the date of the last authorized signature applied below.

REVIEW AND AMENDMENT

The Agreement shall be reviewed by the Parties in three (3) years to determine if changes or amendments are needed. Any changes to this Agreement must be done in writing and signed by authorized representatives of both parties.

POINTS OF CONTACT

The Parties will notify each other in the event of a change of contact.

GPO Contact:
David Walls, Preservation Librarian
Library Services and Content
Management

U.S. Government Publishing Office
dwalls@gpo.gov
202-512-0644

[Library POC]:

ACCEPTANCE

This memorandum provides transparent, compliant, and auditable documentation of existing and ongoing preservation activities entrusted to Federal depository libraries maintaining depository collections of record. By signing this memorandum, the Library accepts the terms of this Agreement.

Date Click or tap to enter a date.

Scott Matheson
Superintendent of Documents
U.S. Government Publishing Office

Date Click or tap to enter a date.

[Authorizing official]
[Title]
[Library Name]