

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

PURPOSE

This Memorandum of Agreement (MOA) establishes a Digital Content Contributor partnership between the [Library name] (dep. #) (“[abbreviation]” or Library) and the U.S. Government Publishing Office (“GPO” or the “Agency”) (collectively the “Parties”). The 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

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. In order to better meet the Government information needs of current and future users, GPO is working to increase the availability of historical content in its digital system of access, GovInfo. As GPO does not have a single, centralized tangible collection to digitally image, reliance on agreements with Federal depository libraries, Federal agencies, and other institutions or organizations with Government publications are necessary to support digital access to the National Collection.

GPO’s GovInfo is a content management system, a preservation repository, and an advanced search engine that guarantees the public long-term preservation and free access to official Federal digital information. It conforms to International Organization for Standardization (ISO) 14721, the Open Archival Information System Reference (OAIS) Model for preservation and access, is ISO 16363 certified, and is an affiliate archive of the National Archives and Records Administration (NARA). GovInfo also uses extensive metadata combined with modern search technology. GPO’s Catalog of U.S. Government Publications (CGP) has bibliographic records for content in GovInfo.

TERMS OF AGREEMENT

A. The [Library Name] shall:

1. Digitally image [content description] within scope of the National Collection of U.S. Government Public Information (National Collection).
2. Follow the [Federal Agencies Digitization Guidelines Initiatives' Technical Guidelines for Digitizing Cultural Heritage Materials \(https://www.digitizationguidelines.gov/guidelines/digitize-technical.html\)](https://www.digitizationguidelines.gov/guidelines/digitize-technical.html) as outlined in GPO's [Guidance for Contributing Digital Content to GovInfo \(https://www.fdlp.gov/digitization-guidance-final\)](https://www.fdlp.gov/digitization-guidance-final). Content that does not meet these guidelines may not be approved by GPO for ingest into the GovInfo repository.
3. Verify the publication is not available from GovInfo, another Federal agency website, or an official GPO partner before sending digitized files to GPO.
4. Provide GPO with master files and access formats in a mutually agreed upon format.
5. Deliver digital files to the GPO in a manner that maintains the chain of custody and integrity of the files, and is mutually agreed upon in writing by both institutions prior to transfer.
6. Assist GPO with responding to public inquiries regarding the content of the publications digitally imaged and provided to GPO.
7. Grant GPO, or its successor agency, non-exclusive and irrevocable rights to use its digitized versions of FDLP publications digitized by the Library and the related metadata:
 - a. to permanently maintain the archival versions of content, including the right to reproduce or modify archival versions and associated metadata, and to create or modify new archival versions with associated metadata for migration or other archival purposes; and
 - b. to reproduce, display, transmit, promote, and/or otherwise distribute the access versions under the [CCO 1.0 Universal Public Domain Dedication license \(https://creativecommons.org/publicdomain/zero/1.0/\)](https://creativecommons.org/publicdomain/zero/1.0/).

B. GPO shall:

1. Preserve the preservation files in GPO's ISO 16363 certified preservation repository. GPO intends to preserve technical, descriptive, and preservation standards-based metadata for all content to ensure long-term viability and understandability of content information.
2. Provide long-term preservation and free access to official Federal digital information to the public via GovInfo or a successor public access system. GPO will ensure that users can determine the integrity of stored PDF documents by using digital signature technology and by adding a visible Seal of Authenticity. GPO will apply a Seal of Authenticity as it ingests publications within scope of the National Collection from the [Library Name] .
3. Acknowledge the role of the [Library Name] in the digitization of the publications in the metadata that is stored in the GovInfo repository as well as displayed on the publication's GovInfo details page.
4. Publicize the availability of, and promote the public use of, publications available through GovInfo.
5. Create or update bibliographic records for the publications in the CGP with persistent links to GovInfo.
6. Address all inquiries that concern the functionality of GovInfo.
7. Notify the [Library Name], in accordance with GPO policy, if content provided by the Library must be removed from the repository.

TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement after providing ninety (90) days written notice to the other party.
2. Between the date of the notice of termination and the date of termination, the parties will continue to digitize and ingest materials consistent with the terms of this Agreement.
3. The parties understand that Federal publications under the scope of this Agreement that have been digitized by the [Library Name] on or before the date of termination will be ingested into the digital system and will be maintained permanently in GovInfo or in any replacement system of online access.

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 _____
SCOTT MATHESON
Superintendent of Documents
U.S. Government Publishing Office

_____ date _____
[Authorizing official]
[Title]
[Library Name]