

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES GOVERNMENT PUBLISHING OFFICE
AND [INSTITUTION/LIBRARY]

This Memorandum of Agreement (MOA or agreement) constitutes an agreement between the United States Government Publishing Office (GPO) and [library name] for the deposit of digitized publications within scope of the Federal Depository Library Program (FDLP) [description of content] which [library name] has digitized or will digitize, into GPO's **govinfo** to ensure public access to the digital publications.

I. PURPOSE

This MOA sets forth the terms and conditions under which [library name] will provide digitized publications within scope of the FDLP for ingest into **govinfo**, GPO's system of online access of record. Bibliographic records will also be added to the Catalog of U.S. Government Publications (CGP) to continue to grow the inventory of U.S. Government publications. This will provide for public access and the long-term preservation of those publications for the benefit of the Federal Depository Library Program (FDLP), its participants, and the public.

II. DESCRIPTION OF SERVICES AND RESOURCES

[Library name] has digitized and will continue to digitize publications within scope of the FDLP [description of content]. GPO will authenticate the digitized copies of those publications provided by [library name] and make them available on **govinfo** with an acknowledgement of [library name]'s digitization efforts. [Library name] will also create or modify Machine Readable Cataloging (MARC) bibliographic records for those publications and will provide those records and other metadata to GPO to facilitate preservation of and access to the digital publications by GPO.

GPO's **govinfo** is a content management system, a preservation repository, and an advanced search engine, which guarantees long-term preservation and free access to official Federal electronic information to the public. It conforms to International Organization for Standardization (ISO) 14721, the Open Archival Information System Reference (OAIS) Model for preservation and access, and it is an affiliate archive of the National Archives and Records Administration. **govinfo** also uses extensive metadata combined with modern search technology, and the electronic information is searchable using the system of online access, serving thousands of unique visitors each week. Bibliographic records for content in GPO's electronic system are also available through GPO's Catalog of U.S. Government Publications.

III. SCOPE OF CONTENT

This agreement applies to the publications within scope of the FDLP which were or will be digitized by [library name].

IV. TERMS OF AGREEMENT

A. Rights Management

1. [Library name] grants GPO non-exclusive rights to use its digitized versions of within scope of the FDLP publications digitized by [library name] and the related metadata:
 - a. to maintain permanently 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 of the electronic information.
2. The metadata associated with these publications will state “This document is a work of the United States Government and is not subject to copyright pursuant to 17 USC § 105.”

B. Digitization of Within Scope Publications

1. [Library name] confirms that it follows, the Federal Agencies Digitization Guidelines Initiatives’ [Technical Guidelines for Digitizing Cultural Heritage Materials](http://www.digitizationguidelines.gov/guidelines/FADGI%20Federal%20%20Agencies%20Digital%20Guidelines%20Initiative-2016%20Final_rev1.pdf) (http://www.digitizationguidelines.gov/guidelines/FADGI%20Federal%20%20Agencies%20Digital%20Guidelines%20Initiative-2016%20Final_rev1.pdf) in effect at the time each publication was digitized when digitizing all publications to be ingested into **govinfo**. [Library name] agrees to review with GPO future digitization guidelines when they are issued and to consider amending this Agreement to incorporate those guidelines for use in digitization of additional publications. Digitized content that does not meet the FADGI guidelines may not be approved for ingest into **govinfo**’s repository by GPO

C. Delivery of Electronic Publication Files to GPO

1. Electronic files will be delivered to GPO in a manner that maintains the chain of custody and the integrity of the files.

D. Preservation

1. Original content files are maintained in **govinfo**’s preservation repository.
2. All files are regularly backed up at GPO’s separate Continuity of Operations (COOP) site.
3. The COOP remote disaster recovery site retains near-real-time data synchronization and five-minute failover capability with full content availability and system functionality.

4. GPO shall commit to preserving technical, descriptive, and preservation standards-based metadata for all content to ensure long-term viability and understandability of content information.
5. GPO shall commit to regular validation checks of content to ensure bit-level integrity of content information over time.
6. GPO shall assume the responsibility of file format migration, transfer, conversion, or other actions to ensure the long-term access to content while striving to retain the visual and functional fidelity of the original content.
7. If content must be withdrawn, GPO will follow Superintendent of Documents policies and notify [**library name**].

E. Authentication and Content Integrity

1. All publications in **govinfo** exist in the form of a package, which is at the top of the hierarchy of identifiable units for **govinfo** content. A package consists of three elements: content files, metadata about the content, and a special packaging scheme.
2. GPO maintains integrity for all file formats through generation of a SHA-256 algorithm that is stored in a PREMIS metadata file.
2. GPO ensures that users can determine 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 within scope publications from UF.
3. GPO's mechanisms to guarantee authenticity assure end users that published content is official, complete, and unaltered since being disseminated by GPO.
4. GPO will acknowledge the role of [**library name**] in the digitization of the publications in the **govinfo** metadata.

F. Public Inquiries Regarding the Publications and Publicity

1. All public inquiries received by GPO regarding the content of the publications will be forwarded to [**library name**]. GPO will address all inquiries that concern the functionality of **govinfo**.
2. GPO will publicize the availability of and promote the public use of publications available through **govinfo**.

G. Bibliographic Records

1. GPO will create or update bibliographic records for publications within scope of this agreement in the Catalog of U.S. Government Publications (CGP). GPO bibliographic records are distributed via OCLC and other record distribution channels.
2. GPO will add persistent identifiers to the digital publications within scope of this agreement to bibliographic records in the CGP.

H. 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 [library name] on or before the date of termination will be ingested into the electronic system and will be maintained permanently in govinfo or in any replacement system of online access.

V. FINANCIAL TERMS

No funds are to be exchanged between GPO and [library name] in connection with the exchange of services under this agreement. Each institution will be responsible for any expenses it incurs as a result of this agreement.

VI. CONTACTS:

GPO:

[Library name]:

VII. EFFECTIVE DATE/REVIEW

This agreement is effective as of the date of signature by all authorized representatives indicated below. The agreement shall be reviewed by the parties in five (5) years to determine if changes or amendments are needed.

VIII. ACCEPTANCE BY:

_____ date_____

Laurie Hall
Superintendent of Documents
U.S. Government Publishing Office

_____ date_____

William J. Grennon
Controller, Information Dissemination
U.S. Government Publishing Office

_____ date_____

[Library Name]

TEMPLATE