

Kind regards,
Beth

>>> "joseph tabbi" [REDACTED] 5/18/2007 1:19 PM >>>

[Quoted text hidden]

Abbie M Grotke [REDACTED]

Wed, May 23, 2007 at 10:53 AM

To: joseph tabbi [REDACTED] Elizabeth S Dulabahn [REDACTED]
Cc: Matt Kirschenbaum [REDACTED] Abby L Yochelson [REDACTED], Evelyn M
Timberlake [REDACTED] "Peter C. Armenti" [REDACTED] Neil Fraistat [REDACTED]

Dear Joe and Matt:

As a follow up to your recent emails with Beth Dulabahn about the Cooperative Web Archiving project, I wanted to send you a bit more information about our next steps.

Two elements are required to get the cooperative project initiated. First is the Memorandum of Understanding between the Library of Congress and your institution, which Beth has sent you for review and for signature. Please fill in your institution's information as appropriate, print it out and have it signed. This can be returned to us electronically (scan it in and email it to [REDACTED]), or by fax (attn: Abbie Grotke, [REDACTED]). Postal mail is a third option but due to our mail delays and screening process on Capitol Hill, not ideal. If you prefer to mail it let me know and I will provide you with my home address to send it to, to avoid delay. We will then sign and return a copy to you for your records.

The second element involves the Archive-IT account setup with the Internet Archive, and training for those you assign to use the account. Since the Library of Congress is funding your subscription to the Archive-IT service, we will establish the accounts with the Internet Archive on your behalf, once the MOU is signed. You will need to designate an Administrator and have that person and any users (up to 9) attend an hour long training, which we will work with the Internet Archive and you to set up and you have your users identified. After that, the Internet Archive will need a single point of contact from each institution for technical and logistical questions.

A tenth user login will be setup for access by LC to enable us to run reports and get statistics about the content you are collecting as a part of this project.

You may also be interested in signing up for a general information webinar to learn more about the Archive-IT service. You can sign up by going to <http://archive-it.org/>. They are held every two weeks; please check their website for the date of the next webinar. I believe the next one is on June 5th.

We very much look forward to working with you on this project. Please don't hesitate to contact me if you have additional questions.

Best,
Abbie Grotke

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Abigail Grotke  
Digital Media Project Coordinator  
Office of Strategic Initiatives  
Library of Congress  
<http://www.loc.gov/webcapture>

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FACSIMILE TRANSMITTAL SHEET

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TO: Abbie Grotke FROM: helen DeVinney  
COMPANY: Library of Congress DATE: 5/29/2007  
FAX NUMBER: [REDACTED] TOTAL NO. OF PAGES INCLUDING COVER: 5  
PHONE NUMBER:

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RE: ELO/LC Memorandum of Understanding

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URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

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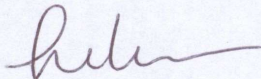
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NOTES/COMMENTS:

Hi Abbie,

Please find the Memorandum of Understanding enclosed. After you've had a chance to sign it on your end, please just fax a copy back to us.

Thanks again,



helen DeVinney



collections of Web content;

**NOW THEREFORE**, the parties hereby agree to cooperate in connection with the Cooperative Web Capture Project as follows:

1) **Responsibilities of the Institution.** The Institution will:

- a) Identify high risk, high value Web sites related to electronic literature.
- b) Use the Internet Archive's Archive-It service to harvest and archive the selected sites;
- c) Participate in required Archive-It training, to be provided by Internet Archive;
- d) Document selection criteria;
- e) Document lessons learned about Web collecting; and
- f) Authorize the Internet Archive to provide the Library of Congress with a copy of the archived collection for the Library's permanent collections.

2) **Responsibilities of the Library.** The Library will:

- a) Purchase a 1-year Archive-It subscription for the Institution;
- b) Work with the Internet Archive to address any contracting or management matters relating to the Archive-It subscription;
- c) Work with the Internet Archive to address any technical issues that may arise in the course of the project; and
- d) As Library resources permit, provide the Institution with access to Library subject matter experts.

3) **Copyright and Ownership.**

- a) Institution is solely and exclusively responsible for complying with applicable intellectual property laws in connection with the harvesting and archiving of Web sites under this agreement.
  - b) Institution may request a copy of its archived collection from the Internet Archive, at Institution's expense.
  - c) The Library may obtain from the Internet Archive for inclusion in the Library's permanent collections a copy of the Institution's archived collection, for use in service to the public, preservation and security. The Library is solely and exclusively responsible for complying with applicable intellectual property laws in connection with the Library's use of the archived collection.
- 4) **Publicity.** Each party must obtain clearances from the other party prior to using that party's logos, trademarks or trade names. This applies to all uses regardless of whether on the Web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. The contact at the Library for these reviews is *Director of Communications, Library of Congress, 101 Independence Avenue, S.E. (LM-105), Washington, D.C. 20540-1610, telephone* [REDACTED].  
[REDACTED] The contact at Institution for these reviews is: Matthew Kirschenbaum, Vice President, B0131 McKeldin Library, MITH, University of Maryland, College Park, MD, 20742, [REDACTED].
- 5) **No Partnership.** Nothing contained in this agreement creates a formal, legal partnership or joint venture between the parties. Neither party may make binding commitments on the part of the other, except as otherwise specifically agreed hereunder. The parties may, however, describe each other as "partners" in the NDIIPP project generally, and in the Cooperative Web Capture Project specifically.
- 6) **Term and Termination**
- a) This agreement will begin on the date of final signature, below, and will continue in effect through the end of the one-year period for which the Institution's Archive-It account is valid. (The one-year period for the Archive-It account will begin on the date on which the Institution begins to capture Web sites.) The parties may extend or amend this agreement in writing.


b) Either party may terminate this agreement by providing the other party with sixty (60) days' prior written notice.

7) **Authorized Representatives.** The parties are represented as follows for formal notices (including formal representation, interpretation matters, dispute resolution, or modification of this agreement) and project coordination (including day-to-day liaison, daily interaction, guidance and direction on operational matters, approval or disapproval, and for general cooperation in the work and technical matters contained in this agreement).


a) For the Library: Formal Notices: Associate Librarian for Strategic Initiatives, Library of Congress, 101 Independence Avenue, SE Washington, DC 20540, Fax:



Project Coordination: Abbie Grotke.

b) For Institution: Formal Notices: \_ Matthew Kirschenbaum, Vice President, B0131 McKeldin Library, MITH, University of Maryland, College Park, MD, 20742, 

Project Coordination: \_ Matthew

Kirschenbaum, Vice President, B0131 McKeldin Library, MITH, University of Maryland, College Park, MD, 20742, 

In witness whereof, the parties hereto have signed this agreement effective upon the date of final signature:

THE LIBRARY OF CONGRESS:

INSTITUTION:

By:

By: 

\_\_\_\_\_  
Laura Campbell, Associate Librarian for Strategic Initiatives

5/29/07

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE LIBRARY OF CONGRESS**

**AND**

**ELECTRONIC LITERATURE ORGANIZATION**

**CONCERNING THE COOPERATIVE WEB CAPTURE PROJECT**

This agreement is between the Library of Congress ("Library"), a United States Government agency, and the Electronic Literature Organization (ELO)\_\_\_\_\_ (the "Institution"), a 503(c)(3) non-profit\_\_\_\_\_.

**WHEREAS**, the Library has been capturing born-digital Web content since 2000, building thematic or event-based Web archives for the Library's collections, with an emphasis on sites produced in the United States; and

**WHEREAS**, the Library recognizes that much potentially valuable Web site material continues to be lost forever; and

**WHEREAS**, in connection with its charge from Congress to lead the National Digital Information Infrastructure and Preservation Program ("NDIIPP"), the Library seeks to cooperate with scholarly centers with recognized expertise in particular collecting areas in order to ensure the collection, long-term preservation of, and access to important research material; and

**WHEREAS**, the Library has created a one-year NDIIPP project entitled the Cooperative Web Capture Project to: (1) enable institutions outside the Library to gain experience creating Web site collections, (2) extend the network of institutions cooperating with NDIIPP to identify and collect high value, at-risk born-digital Web materials, (3) develop subject area collections that could become part of the Library's permanent collections, and (4) broaden the understanding of issues related to the development of curated

collections of Web content;

**NOW THEREFORE**, the parties hereby agree to cooperate in connection with the Cooperative Web Capture Project as follows:

1) **Responsibilities of the Institution.** The Institution will:

- a) Identify high risk, high value Web sites related to electronic literature.
- b) Use the Internet Archive's Archive-It service to harvest and archive the selected sites;
- c) Participate in required Archive-It training, to be provided by Internet Archive;
- d) Document selection criteria;
- e) Document lessons learned about Web collecting; and
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- a) Purchase a 1-year Archive-It subscription for the Institution;
- b) Work with the Internet Archive to address any contracting or management matters relating to the Archive-It subscription;
- c) Work with the Internet Archive to address any technical issues that may arise in the course of the project; and
- d) As Library resources permit, provide the Institution with access to Library subject matter experts.

3) **Copyright and Ownership.**



- a) Institution is solely and exclusively responsible for complying with applicable intellectual property laws in connection with the harvesting and archiving of Web sites under this agreement.
  - b) Institution may request a copy of its archived collection from the Internet Archive, at Institution's expense.
  - c) The Library may obtain from the Internet Archive for inclusion in the Library's permanent collections a copy of the Institution's archived collection, for use in service to the public, preservation and security. The Library is solely and exclusively responsible for complying with applicable intellectual property laws in connection with the Library's use of the archived collection.
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- 5) **No Partnership.** Nothing contained in this agreement creates a formal, legal partnership or joint venture between the parties. Neither party may make binding commitments on the part of the other, except as otherwise specifically agreed hereunder. The parties may, however, describe each other as "partners" in the NDIIPP project generally, and in the Cooperative Web Capture Project specifically.
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a) For the Library: Formal Notices: Associate Librarian for Strategic Initiatives, Library of Congress, 101 Independence Avenue, SE Washington, DC 20540, Fax: [REDACTED] Project Coordination: Abbie Grotke.

b) For Institution: Formal Notices: \_ Matthew Kirschenbaum, Vice President, B0131 McKeldin Library, MITH, University of Maryland, College Park, MD, 20742, [REDACTED]. Project Coordination: \_ Matthew Kirschenbaum, Vice President, B0131 McKeldin Library, MITH, University of Maryland, College Park, MD, 20742, [REDACTED].

In witness whereof, the parties hereto have signed this agreement effective upon the date of final signature:

THE LIBRARY OF CONGRESS:

INSTITUTION:

By: \_\_\_\_\_

Laura Campbell, Associate Librarian for Strategic Initiatives

By:  \_\_\_\_\_

\_\_\_\_\_ Date

5/29/07  
\_\_\_\_\_ Date