



Kentucky Digital Library

Memorandum of Agreement

About the Kentucky Digital Library

The Kentucky Digital Library (KDL) is a collaborative initiative of the Kentucky Virtual Library (KYVL) and other Kentucky institutions. Eligible institutions include academic, public and special libraries, museums, archives, and historical societies. Membership inquiries from digital content providers who do not fit into one of these categories may be addressed to KYVL for membership consideration. The KDL supports discovery and education through access to unique digital collections shared by organizations across the Commonwealth of Kentucky.

KDL operates on OCLC's CONTENTdm platform.

Mission

The Kentucky Digital Library is built to enhance scholarship, research and lifelong learning by providing access to shared digital archival collections in the Commonwealth of Kentucky.

Governance

The Kentucky Digital Library is governed by the Kentucky Virtual Library, which, in consideration of stakeholder input, makes all decisions regarding the KDL platform. KYVL receives stakeholder input through the KDL Work Group and its subcommittees and through the KDL Member Council.

The work group is open to one representative from each of the following constituent groups:

- AIKCU
- KCTCS
- SAALCK
- Nonaffiliated academics
- Public libraries
- K12
- Historical societies, et. al.

Work group recommendations are considered by the KYVL Leadership Team.

KDL member institutions are invited to participate in the KDL Member Council, which meets electronically approximately three to four times each year for updates on the work of the KDL Work Group, for support and collaboration, and to prioritize member needs and concerns. Institutions considering participation in KDL are invited to take part in meetings of the member council; however, voting privileges are limited to one vote per KDL member institution.

Ownership and Use of Content

Member institutions understand that Kentucky Digital Library (KDL) is a freely accessible platform for use in research, teaching, and private study. For these uses, people may reproduce materials from KDL without prior permission, on the condition that they properly cite and attribute the source of materials. Any materials reproduced for publication, broadcast, commercial use, or promotion of KDL requires written permission from the institution from which the material is taken. Enforcement is the responsibility of the member institution. Member institutions maintain ownership of their original digital content.

Financial obligations of KYVL and member institutions

Funding for KDL is shared by KYVL and KDL member institutions. The Council on Postsecondary Education, an agency of the Commonwealth of Kentucky, contracts for a platform on behalf of KDL and its members.

An initial cost structure has been established for cost sharing among KYVL and participating institutions, which will be revisited as necessary. Invoices are issued annually to the member institutions and reflect the amount of storage used by the institution and other cost factors. Institutions with exceptional increases in storage requirements may receive a mid-year invoice. KDL recommendations concerning cost sharing will be reviewed by KYVL for implementation.

At the time of this agreement, the following financial terms are in effect:

- CONTENTdm annual consortial base fee paid by KYVL.
- Project client (one per institution) paid by KYVL.
- Collection metadata and storage up to 10 GB per institution be paid by KYVL.
- Cost of content storage above 10 GB to be paid by the member institution. Approximate cost is \$75 per 10 GB.
- Cost of optional preservation storage to be paid by the member institution.
- Cost of optional OCR extensions to be paid by the member institution.

Possible KYVL Hub Membership in the Digital Public Library of America (DPLA) and the cost sharing for such membership will be considered by KDL and KDL member institutions. Current annual cost of hub membership is \$10,000.

Additional Responsibilities of KYVL

As administrative coordinator of the Kentucky Digital Library, KYVL agrees to:

- Maintain an appropriate contract with OCLC for the CONTENTdm platform.
- Cover the cost of the base subscription fee.
- Provide 10 GB of storage in CONTENTdm to each member free of charge. (Preservation storage is not included.)
- Track member storage volume.
- Invoice members annually or as needed for storage costs in excess of 10 GB.
- Facilitate communication between members and the vendor for support and training.
- Provide administrative support for adding collections.
- Communicate with and provide timely updates to members.
- If KDL becomes a DPLA hub, provide updates to DPLA to expand availability of KDL content.
- Provide guidelines for data inclusion.
- Provide notice of changes to this agreement to the institutional email address of record.

Additional Responsibilities of Members

KDL member institutions agree to:

- Abide by the laws governing content, including copyright, privacy, etc.
- Assume full responsibility for the copyright and legality of all content posted by their institutions.
- Pay shared costs under the terms of this agreement.
- Adhere to the terms of the KYVL agreements with vendors and partners, including:
 - Creating and maintaining metadata in keeping with the requirements outlined by KYVL, and consistent with the requirements of DPLA.
 - Observing KDL technical quality and metadata guidelines.
 - Ensuring that all metadata and preview images resolve to openly accessible digital objects (no login required).

Membership

An institution wishing to become a member of KDL should submit a signed copy of this agreement to KYVL. If the institution is eligible for membership, KYVL will return a fully executed copy to the applicant institution within two to four weeks.

Upon signing of this MOA by all parties, a member institution becomes a member of KDL in perpetuity so long as all membership terms are met, subject to terms of termination (below).

Termination

Both parties intend for this to be an ongoing commitment, but either party may terminate this agreement upon written notification. Termination will become effective sixty (60) days after the receipt of termination notice. During the 60-day termination period, the member institution is responsible for downloading and / or retrieving any institutional content prior to permanent deletion from KDL by KYVL.

KDL will not maintain the digital collections or metadata of any institution not participating under the terms of this MOA. Collections in violation of this agreement and any abandoned or orphaned content will be unpublished and / or removed by KYVL, which assumes no obligation to preserve or maintain such collections or content. Terminating institutions are responsible for all outstanding costs and will not receive a refund upon termination.

This agreement may change periodically. Notice of such changes will be sent to the institutional email address of record. Please contact KDL at kdl@ky.gov to request current terms and conditions.

Institutional authorization

KYVL authorization

Institution: _____
Address: _____
City/State/ZIP _____
Name: _____
Title: _____
Email: _____
Phone: _____
Signature: _____
Date: _____

Institution: [Council on Postsecondary Education](#)
Address: [100 Airport Road, 2nd Floor](#)
City/State/ZIP [Frankfort, KY 40601](#)
Name: _____
Title: _____
Email: _____
Phone: _____
Signature: _____
Date: _____

Email completed document to kdl@ky.gov or mail to the Kentucky Digital Library c/o the Council on Postsecondary Education at the address above. A fully executed copy of accepted agreements will be sent to the email address provided.