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 (KDL) is governed by the Kentucky Virtual Library (KYVL), which, in consideration of stakeholder input, makes all decisions regarding the KDL platform.

KYVL receives stakeholder input through two groups, the KDL Work Group and the KDL Member Council.

The KDL 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.

The work group reports to the KYVL Leadership Team.

The KDL Member Council is open to a designee of each participating KDL institution, and serves as an advisory group to the KDL Work Group. The member council meets as needed to support and improve the KDL.

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 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 will be issued annually to the member institutions and will reflect the amount of storage used by the institution and other cost factors. 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 is to be paid by KYVL.
- Project client (one per institution) is to be paid by KYVL.
- Institutional metadata and allowance of 10GB per institution is to be paid by KYVL.
- Cost of content storage above 10GB is to be paid by the member institution. Approximate cost is $75 per 10 GB, which may decrease with volume.
- Cost of preservation storage is to be paid by the member institution.
- Cost of OCR extensions is to be paid by the member institution.

Possible KYVL Hub Membership in DPLA and the cost sharing for such membership will be considered by KDL and KDL member institutions. The 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 10GB of storage in ContentDM free of charge. (Preservation storage is not included.)
- Track member storage volume.
- Invoice members annually for storage costs in excess of the 10GB provided free of charge.
- 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.
- Provide updates to the Digital Public Library of America (DPLA) to expand availability of KDL content.
- Provide guidelines for data inclusion.

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 DPLA, 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 terminating institution is responsible for deleting all institutional collections and items from KDL.

KDL will not maintain the collections or items of any institution not participating under the terms of this MOA. Abandoned or orphaned collections and data will be removed by KDL and expenses for such removal will be billed to the terminating institution. Terminating institutions are responsible for all outstanding costs and will not receive a refund upon termination.

Institutional authorization

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KYVL authorization

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Submit completed document to: Kentucky Digital Library, c/o KYVL
Council on Postsecondary Education
1024 Capital Center Drive, Suite 320
Frankfort, KY 40601

Approved members will receive a fully executed copy at the institutional address provided.