

AGREEMENT
BETWEEN [PALMM PARTIES, e.g., FCLA, FIU, UF]
AND
[POTENTIAL-PALMM PARTNER]
ON A COLLECTION ENTITLED
[TITLE]

This Agreement, entered into on [date], between the [potential-PALMM partner INSTITUTION NAME] (hereafter, [potential-PALMM partner INSTITUTION INITIALS]), the [PALMM INSTITUTION NAME (primary PALMM partner)] Board of Trustees for the benefit of the [Library Name] (hereafter, [the institution's initials]) and for the benefit of the Florida Center for Library Automation (hereafter, FCLA), and [PALMM INSTITUTION NAME (secondary PALMM partners)] Board of Trustees for the benefit of the [Library Names] (hereafter, [the institution's initials]) governs the administration and deployment of materials related to the [subject(s)] as a digital library collection, entitled "[title]", under the aegis of "*Publication of Archival, Library and Museum Materials*" (hereafter, PALMM).

PALMM is the cooperative digital library of the university libraries of the State of Florida's Division of Colleges and Universities (hereafter, DCU). PALMM technologies are administered by FCLA. PALMM *members* include [initials of participant PALMM member(s)]. And, [initials of potential-PALMM partner] enters into this Agreement as a PALMM *partner*.

This Agreement provides [initials of participant PALMM member(s)] and their other PALMM partners with access to collections within the context of PALMM, an interface familiar to their patrons. This Agreement provides [initials of potential-PALMM partner] with access to technologies and personnel of FCLA, [initials of participant PALMM member(s)], and PALMM. It provides the parties with a venue for collaborative and cooperative development of collections and services of mutual interest.

TERM OF AGREEMENT

This Agreement shall be in effect for a term of three (3) years. It may be renewed upon mutual agreement of the parties.

The parties to this Agreement commit to review this Agreement annually, within 30 days of the original signature date, and to make revisions as mutually agreeable. All amendments to this Agreement must be in writing and signed and dated by all parties.

Any party may withdraw from this Agreement without penalty or cause upon thirty (30) days written notice to the other parties.

PARTIES TO THE AGREEMENT

The parties to this Agreement are FCLA, [initials of participant PALMM member(s)], and [initials of potential-PALMM partner].

[initials of potential-PALMM partner] acts on its own behalf and on that of its partnership with [partners of the potential-PALMM partner]. It is the principal party in collection development and is a party to other facets of this Agreement.

FCLA, [initials of participant PALMM member(s)] act in consort as members of PALMM. FCLA is the principal party in technology deployment and development and is a party to other facets of this Agreement. [initials of participant PALMM member(s)] are collaborating parties in collection development and are parties to other facets of this Agreement. FCLA and [initials of participant PALMM member(s)], also, are principal parties in training, consulting and quality control.

Principal contacts for the parties is as follows:

[Name of potential-PALMM partner]

The chief contact for [initials of potential-PALMM partner] shall be the [position-name] [library name] [surface-mail address]; telephone: [telephone number]; FAX: [FAX number]; email: [email address]).

[Name of primary PALMM partner]

The chief contact for [initials of primary PALMM partner] shall be the [position-name] [library name] [surface-mail address]; telephone: [telephone number]; FAX: [FAX number]; email: [email address]).

Publication of Archival, Library and Museum Materials (PALMM)

The chief contact for FCLA shall be the Director of Digital Library Services at the Florida Center for Library Automation (5830 N.W. 39th Avenue, Gainesville, FL 32606; telephone: 352.392.9020 ; FAX: 352.392.9185; email: pcaplan@ufl.edu).

[For each secondary PALMM partner, if any]

The chief contact for [initials of primary PALMM partner] shall be the [position-name] [library name] [surface-mail address]; telephone: [telephone number]; FAX: [FAX number]; email: [email address]).

The names of other contacts with specific responsibilities will be provided by each institution upon signature of this Agreement.

[Initials of potential-PALMM partner] is invited to join the Digitization Services Planning Committee (hereafter, DSPC) listserv and is invited to attend the PALMM/DSPC annual meeting, held in conjunction with other FCLA meetings, usually in fall of each calendar year. DSPC is the coordinating body for PALMM projects; its membership includes FCLA, [initials of participant PALMM member(s)] and other representatives of the state universities of Florida.

COLLECTION PURPOSE AND CONTENT

"[Title]" is intended to be an [type of collection, specify: image (Visual Collection), image (Textual Collection), full-text (Textual Collection); archival finding aid (Archival Collection)] collection of [type of content, specify: archival, library and museum] materials documenting [subject(s)].

[Brief narrative description of the collection(s).] (See Appendix [N], *Additional Information about Collections*.)

Supplemental materials, many drawn from the collections of [initials of participant PALMM member(s)], and other DCU institutions will be added to the collection.

[Initials of primary participant PALMM member(s)], in its role as primary PALMM member institution, assumes responsibility for petitioning PALMM for the official establishment of this collection. [Initials of primary participant PALMM member(s)] agrees to act collaboratively with [initials of potential-PALMM partner] in completion of the petition. The specifics of a completed petition are outlined in Appendix [N], *Collection Profile*.

COLLECTION MANAGEMENT

[Initials of potential-PALMM partner] shall serve as [lead/co-lead/contributor] institution in development and management of the collection. In this role, [initials of potential-PALMM partner] has [brief narrative description of responsibilities]. It also serves as the [clearinghouse/contributor] for other information, compiled as "related links", relevant to the digital collection.

[Initials of participant PALMM member(s)] shall serve as [lead/co-lead/collaborator] in collection development. In this role, [initials of participant PALMM member(s)] has/have [brief narrative description of responsibilities]. It also serves as the [clearinghouse/contributor] for other information, compiled as "related links", relevant to the digital collection.

[Narrative description of other collection management interactions/relationships.]

Communication between these parties shall be primarily via e-mail, telephone, and FAX.

COPYRIGHT CLEARANCE

Copyright clearance and the payment of any associated fees shall be the responsibility of the contributing institution. Clearance procedures shall be consistent with PALMM practice.

A statement of Internet distribution rights procured by the contributing institution from the copyright holder shall be included with contributed resource. When the contributed resource is an image file, the statement should be supplied as an image file. When the contributed resource is a full-text file, the statement should be supplied as part of the catalog record (i.e., 540 |a of the catalog record).

Items found to be in violation of U.S. Copyright legislation will be removed from the on-line collection until the contributing institution can negotiate appropriate clearance.

OWNERSHIP

Digital resources remain the property of the contributing party.

Should [initials of potential-PALMM partner] withdraw entirely from this Agreement, PALMM reserves the right to retain the collection, without [initials of potential-PALMM partner]'s materials, under its existing name and URL. PALMM shall be compelled, however, to revise collection descriptions to reflect the separation and may include a pointer to a new [initials of potential-PALMM partner] collection among the collection's "related links".

Should PALMM withdraw entirely from this Agreement, the [initials of potential-PALMM partner] reserves the right to receive and retain the collection name together with associated HTML web pages comprising the collection interface (cf,

Collection Interface, below) and the files, both image and text, comprising the resources it has contributed to the collection. Entire withdrawal of PALMM shall require the withdrawal of all of the PALMM members signing this Agreement (e.g., [initials of PALMM member(s)]). [Initials of potential-PALMM partner] shall be compelled, however, to revise collection descriptions to reflect the separation and may include a pointer to any new PALMM collection among the collection's "related links".

No party shall use the name of another party nor of another party's employees, agents, or affiliates without the prior written approval of the party whose name is to be used, except that the name of a party may be used to identify it as contributing particular materials pursuant to this Agreement.

ALTERNATE DEPLOYMENT

Deployment of digital resources under this Agreement is non-exclusive. Nothing in this Agreement precludes any contributing institution from simultaneously deploying collection materials at an alternate location or as part of an alternate or other collection.

COLLECTION INTERFACE

PALMM collection interfaces maintain a common look and feel. The interface for "[Collection Title]" shall comply with PALMM website design, including sidebar and secondary page requirements.

[Narrative description of the parties' responsibilities for design, execution and deployment of the collection interface.] The collection interface will be mounted by FCLA on FCLA server(s) at [http://palmm.fcla.edu/\[project code\]/](http://palmm.fcla.edu/[project code]/). All designs and texts will be communicated to FCLA for deployment.

[For new collections arising from the new partnership:

Each party to this agreement reserves the right to negotiate design and editorial issues to mutual satisfaction prior to deployment. In the case of impasse on graphics and text, assuming adherence to PALMM guidelines, [initials of potential-PALMM partner] has final authority.

A preliminary or draft collection interface may be available prior to official public release but its availability will not be publicized. Official public release of the collection shall be designated by [initials of potential-PALMM partner]. Official release is characterized by listing as a PALMM collection on the "PALMM Sites" page. Any institution, associated with this Agreement or not, may publicize the

collection following but not before official release. [Initials of the party that] shall be solely responsible for creation and contribution of a bibliographic record for the collection to national and international bibliographic utilities. This record shall bear an appropriately constructed MARC21 856 field (or alternate field in other systems) containing the URL for the collection interface home page.

Nothing in this Agreement prohibits the parties from mounting and maintaining a separate, locally maintained version of the collection interface. However, parties shall be required to place an "Alternate Interface" link to the local site on the sidebar of the PALMM Collection.

CATALOGING

Cataloging is the responsibility of the contributing institution. One catalog record per contributed bibliographic resource is required. All cataloging shall be compliant with general guidelines as promulgated by *Cataloging and Access Guidelines for Electronic Resources* (CAGER) Group. CAGER is comprised of PALMM member institution catalogers. It meets regularly by telephone conference call to consider technical issues. Insofar as [initials of potential-PALMM partner] contributions raise new agenda issues, a [initials of potential-PALMM partner] designated catalog contact shall be included in these calls. [Initials of potential-PALMM partner] shall be responsible for telephone charges associated with its calls into these conferences.

Digital resources enter and are searchable in PALMM collections through the contribution of catalog records to the FCLA-maintained union-catalog of the DCU universities and, in particular, to the LTQF Institutional Group. [Describe how the catalog records of the potential-PALMM partner will enter LTQF and the extent to which the "make rules" provision the the MXF metadata client will be used. Describe also how changes to the LTQF record will be made and other what authority.]

Following the delivery to and mounting of digital resources on FCLA digital library server(s), FCLA automatically adds a MARC21 formatted 856-field containing a persistent URL (PURL) for the particular resource to the LTQF bibliographic record. Notification containing the LTQF record number, the PALMM digital library ID number and the version format, and PURL will be sent, subsequently, to the contributing institution's catalog contacts. [Initials of potential-PALMM partner] may elect to copy the 856-field information into its locally maintained catalog record.

The contribution of bibliographic records, with functional 856-field information, to national and international bibliographic utilities will be the responsibility of the contributing institution.

See Appendix [N], *Workflow*, for a full outline of procedures.

METADATA

Metadata is the responsibility of the contributing institution. [Initials of participant PALMM member(s)] and [initials of potential-PALMM partner] agree to provide all digital resource files in compliance with PALMM guidelines, using the MXF Client, a metadata tool designed and programmed by FCLA. FCLA agrees to provide its MXF Client software by free download from its web site. [Initials of primary participant PALMM member(s)] agrees to provide telephone and email assistance to [initials of potential-PALMM partner] as necessary to resolve issues related to MXF client use, metadata construction, and quality control. And, FCLA will make a staff member experienced in training for MXF Client use available either in Gainesville, Florida or at the home city of [initials of potential-PALMM partner]. [Initials of potential-PALMM partner] agrees to pay costs associated with travel for the trainer. The trainer's time will be provided by FCLA as a cost of partnership on behalf of PALMM, and for access to the resources [initials of potential-PALMM partner] agrees to make available.

FCLA agrees to provide [initials of potential-PALMM partner] with space on its FTP server for direct delivery of cataloging, image and text files, and metadata about those files. [Initials of primary participant PALMM member(s)] agrees to monitor [initials of potential-PALMM partner] submissions to ensure FCLA of metadata quality. Initial monitoring will begin at 100% and taper off as [initials of potential-PALMM partner] becomes familiar with systems.

See Appendix [N], *Workflow*, for a full outline of procedures.

DELIVERY FORMATS

Delivery of files, image or full-text, assumes delivery with appropriate metadata (see above). Delivery is the responsibility of the contributing institution.

FCLA agrees to provide [initials of potential-PALMM partner] with space on its FTP server for direct delivery of cataloging, image and text files, and metadata about those files. [Initials of primary participant PALMM member(s)] agrees to monitor [initials of potential-PALMM partner] submissions to ensure FCLA of image and marked-up text quality. Initial monitoring will begin at 100% and

taper off as [initials of potential-PALMM partner] becomes familiar with systems. FCLA agrees to mount digital resources within its normal average time-frame, following receipt images and text files with appropriate metadata and mark-up.

1. Image Files

[Initials of participant PALMM member(s)] and [initials of potential-PALMM partner] agree to supply uncompressed TIFF masters and JPEG derivative images compliant with PALMM page naming conventions and imaging guidelines. [Initials of primary participant PALMM member(s)] agrees to provide telephone and email assistance to [initials of potential-PALMM partner] as necessary to resolve issues related to derivation and quality control.

FCLA agrees, per standard operating procedure in the support of digital collections, to process uncompressed TIFF masters into PDF derivatives and to process JPEG derivatives into page turning technology that essentially binds pages together electronically.

For oversized source documents (e.g., maps) created from its collections, [describe the method of creating SID files].

FCLA agrees to make available PDF, pageable JPEG, and any SID files associated with this collection and supplied with cataloging and metadata under its digital library systems as technologically appropriate.

2. Full-Text Files

[Initials of primary participant PALMM member(s)] and [initials of potential-PALMM partner] agree to supply ASCII text files with TEI mark-up compliant with PALMM guidelines. To support mark-up, [initials of primary participant PALMM member(s)] and [initials of potential-PALMM partner] agrees to purchase copy(-ies) of XMetal software. FCLA and [initials of primary participant PALMM member(s)] agree to provide telephone and email assistance to [initials of potential-PALMM partner] as necessary to resolve issues related to TEI mark-up. And, either FCLA or [initials of primary participant PALMM member(s)] will make a staff member experienced in training for TEI mark-up available either in Gainesville, Florida or at in the home city of [initials of potential-PALMM partner]. [Initials of potential-PALMM partner] agrees to pay costs associated with travel for the trainer. The trainer's time will be provided as a cost of partnership, on behalf of PALMM, and for access to the resources [initials of potential-PALMM partner] agrees to make available.

FCLA agrees to make ASCII files with TEI mark-up associated with this collection and supplied with cataloging and metadata available under its digital library systems as technologically appropriate.

3. Multi-Media Files

Multi-media file formats (e.g., aif, wav, mpeg, etc.) are currently excluded from this Agreement. The parties remain open to discussion of their future inclusion.

REFERENCE ASSISTANCE

Reference responsibilities for this collection are distributed. Patrons submit reference questions from PALMM collections from one of two directions: "Contacts" page or "Comments" sidebar link.

A "Contacts" page lists institutions directly associated with the collection together with contact information. Reference requests sent from this direction are self-selecting; the patron will send questions to an appropriate contact. [\[Initials of potential-PALMM partner\]](#) may elect to designate a contact for reference questions on this page.

A "Comments" sidebar link opens the web browser's email utility and directs an email message to dmail@nersp.nerdc.ufl.edu, the email address of the FCLA Digital Library Services division. Mail sent to this address is copied automatically to technical staff both in the FCLA Digital Library Services division and at the University of Florida's Digital Library Center. Technical reference questions are vetted to technical staff. Other questions are distributed manually to the appropriate collections management or institutional reference staff. Collection management questions will be redirected to the designated collection managers of the parties to this Agreement. Topical reference questions will be redirected to designated reference librarians of the parties to this Agreement.

STORAGE AND ARCHIVING

FCLA agrees to store files sent to it for deployment with reasonable concern for the safety and continued usability of the files, including on- and off-site backups. When FCLA develops a digital archiving service, files associated with "[\[Collection Title\]](#)" will be eligible for archiving insofar as they are in formats accepted for archiving. If fees are charged for this service, payment of the fees will be the responsibility of the contributing institution. Currently, there are no fees for the storage of files and no fees for this service will be applied retrospectively.

SIGNATURES

[Name of potential-PALMM partner]
[Library Name]

[Title of Individual Authorized to Sign]

Signature:
Name Typed: [name typed]
Date Signed:

[Name of primary PALMM partner]
[Library Name]

[Title of Individual Authorized to Sign]

Signature:
Name Typed: [name typed]
Date Signed:

FLORIDA CENTER FOR LIBRARY AUTOMATION

Director

Signature:
Name Typed: James Corey
Date Signed:

[For each secondary PALMM partner]
[Library Name]

[Title of Individual Authorized to Sign]

Signature:
Name Typed: [name typed]
Date Signed:

Appendix [N]

Additional Information about Collections.

[As desired attach additional detailed information about the collection or contributions to be made by all or some of the parties. Alternately, attach a collection development plan if available. As possible, be specific as to each party's role and responsibilities. Consider attaching collection overlap studies, particularly if they show why the potential-PALMM partner's contribution is important to the State of Florida, state-funded parties to this Agreement, etc.]

Appendix [N]

Collection Profile.

1. Name the collection: [Collection title].
2. Responsible institution: as outlined below.
3. Contacts: as outlined below.
4. Project: [Project code]
5. Scope
 - a. Subjects [subjects]
 - b. Chronology [date coverage]
 - c. Geographic region [geographic coverage](See Appendix [N], *Additional Information about Collections.*)
6. Intended audience: [intended audience]
7. Anticipated benefit to Florida's DCU institutions: [anticipated benefit]
8. Anticipated use in K-12 education: [anticipated use]
9. Genres of target materials: [*select all that apply.* archives; maps; photographs; and published works, including monographs, newspapers, research reports, and serials]
10. Delivery formats:
 - a. Image files uncompressed TIFF, JPEG, [PDF, SID];
 - b. Text files [ASCII, ASCII with TEI mark-up; and in future: ASCII with EAD mark-up]
 - c. Multimedia files currently excluded

Appendix [N]

[Sample] Workflow.

The following outlines the sequential order of the workflow required to make materials contributed by [initials of potential-PALMM partner] available in the PALMM digital library.

1. [initials of potential-PALMM partner] sends cataloging to FCLA via FTP;
2. FCLA loads [initials of potential-PALMM partner] cataloging into the PALMM Digital Library (LTQF);
3. FCLA communicates LTQF record number paired with title information to [initials of potential-PALMM partner];
4. [Initials of potential-PALMM partner] digitizes the cataloged source document;
5. As selected for conversion to text, [initials of potential-PALMM partner] converts text to ASCII and completes mark-up with the TEI-Lite DTD;
6. [Initials of potential-PALMM partner] creates structural metadata using MXF Client software;
Assumes that [initials of potential-PALMM partner] has created the files to be described by the metadata;
N.B. MXF requires reference to the LTQF record number;
7. [Initials of potential-PALMM partner] sends metadata and associated image and text files to FLCA via FTP;
8. FCLA loads metadata and files into the PALMM digital library;
9. FCLA creates a PURL for the electronic resource and communicates it and related information to [initials of potential-PALMM partner];
[initials of potential-PALMM partner] may elect to add PURLs to its local cataloging.
10. [Initials of potential-PALMM partner] may elect to report the new digital resource to OCLC
Records sent to OCLC generate a credit for the contributing institution.

[For new collections arising from the new partnership:

The following activities must be completed in advance of the public release of a "[Collection title]".

1. Training in the use of both the MXF Client and TEI mark-up;
2. A substantial portion of the *Collection* must be transferred and made available.
3. An Internet interface for the Collection must be implemented; design issues include:
 - a. Design of Collection graphics (*logo, icon, title-bar*, and standard search buttons: *title list, author list, search*);
 - b. *About the Collection* page;
 - c. *Technical Aspects* page;

- d. *Help Using This Site* page (potentially modifying similar pages used by other PALMM collections);
- e. *Tutorial* page (potentially modifying similar pages used by other PALMM collections);
- f. *Copyright Information* page (potentially modifying similar pages used by other PALMM collections);
- g. *Contacts* page;
- h. *Credits* page;

and, potentially,

- i. *Islands* page,
Provides brief information about the island;
Link to searches of the digital collection against 651-field information.
- j. *Virgin Islands History Timeline* page,
Provides brief information about the history of the Virgin Island;
Link to searches of the digital collection against 650-field information.

4. Plan for publicizing the collection.

Appendix [\[N\]](#)

Internet Links at the Time of Signature.

PALMM

Publication of Archival, Library & Museum Materials

Collections, PALMM

Collection Codes

Guidelines

Copyright Clearance

File naming

Full-text Mark-up

Image creation

Structural Metadata

MXF Client software (download)

Web Interface Design

Union-catalog

CAGER Guidelines for Electronic Resources

Cataloging and Access Guidelines for Electronic Resources

DSPC's listserv

Digitization Services Planning Committee

The DSPC is the coordinating body for PALMM projects.