



Indiana Digital Preservation (InDiPres) Membership Agreement

Purpose

This Membership Agreement outlines the initial agreements that form the basis for membership in InDiPres.

Mission

The mission of Indiana Digital Preservation (InDiPres) is to collaboratively manage and sustain a low-cost, secure, and geographically distributed archive for the long term preservation of locally sponsored digital resources in Indiana.

Host Institutions

The Indiana State Library will serve as the lead institution for InDiPres, which will join the MetaArchive Cooperative Preservation Network as a collaborative member. The Indiana State Library Foundation will serve as the fiscal agent. Indiana State University Library will provide the ingest point for digital content submitted through InDiPres, as well as manage the LOCKSS server that will be a node in the MetaArchive network.

Membership

Any Indiana institution creating digital assets whose activities and objectives are consistent with Indiana Digital Preservation's mission and principles may join InDiPres. This includes but is not limited to universities, libraries, museums, historical societies, research centers, agencies of state and local government, and individual projects. The InDiPres membership year begins on July 1. Membership fees are due during the month of July.

Costs

Indiana Digital Preservation requires minimal expenditures by its Members. The annual membership fee will be based on the following factors:

- Members pay \$100/year to participate in InDiPres
- Members share the cost of the MetaArchive Collaborative Membership (\$2,500/year/3 year minimum)
- Members share the cost of the server housed at ISU (approximately \$6,000 with a 3 year replacement cycle)
- Members pay for individual storage needs (\$0.59/GB/year)

Example: the membership fee would be \$325/year plus the cost of individual storage, if there are 20 members.

New members will pay a pro-rated amount. Contact InDiPres for actual costs.

Approved August 11, 2016; revised September 20, 2017

Member Responsibilities:

All Members bear the responsibility for determining ownership and their right to preserve content prior to submitting it for archival storage in InDiPres (i.e. intellectual property and copyright issues). Unauthorized duplication or distribution of cached content is a violation of the governance policy. InDiPres strives diligently to comply with the 1976 Copyright Law (title 17, U. S. Code), related guidelines issued by the U. S. Copyright Office, and subsequent U.S. laws affecting copyright. InDiPres is a dark archive. This means that it is not accessible outside of preservation routines and is available only to the InDiPres Members for purposes of preservation and to replace the originating institution's local files when necessary.

All Members agree to hold InDiPres and its Members harmless in the event of infringement, claims of infringement, loss of data, interoperability, and any other technical standards and governance claims by waiving any rights of recovery for any costs or damages associated with the Member's relationships and Agreement with InDiPres. Likewise, all Members agree to indemnify InDiPres and its Members to the extent permitted by law for any losses and costs incurred by InDiPres and its Members such as but not limited to legal fees, costs, and damage awards arising from infringement or other claims directly related to the Member's activities in working with InDiPres and Members.

All Members share rights and responsibilities in common, including agreeing to retain membership through the end of the full three-year cycle with a one-year notice to cancel membership thereafter. This time frame provides some predictability for InDiPres as it continues to grow and will help improve services to all Members. Following the completion of its initial term (three years or more), any Member may withdraw from InDiPres by notifying the InDiPres Steering Group in writing of its intention to withdraw. It is understood that all digital content contributed to the MetaArchive Preservation Network by InDiPres Members for preservation purposes may remain in the Network indefinitely. The MetaArchive Steering Committee reserves the right to remove content from the MetaArchive Preservation Network, in, but not limited to, such cases as: a) content is deemed unsuitable; b) content was submitted without proper copyright clearance; or c) if the submitting InDiPres fails to fulfill its responsibilities to the Cooperative as stated in the MetaArchive Charter and in the signed Membership Agreement.

Digital Collection Disaster Recovery

The MetaArchive Preservation Network is not intended as a substitute for a robust local backup and recovery regimen. However, in the event of data loss at any InDiPres Member site, that Member may recover its data in full from the MetaArchive Preservation Network and archive(s) to which it has contributed content through InDiPres by working. Data available for recovery includes the metadata and the digital objects that the InDiPres Member has submitted to the MetaArchive Preservation Network and that has been successfully ingested. Recovery time is dependent on the size of the collection to be recovered and restored.

Applications for Membership

InDiPres will consider applications for membership from qualified institutions.

Applications for membership will be reviewed by the InDiPres Steering Group, and applicants may be asked to submit additional information about their digital collections and technical capabilities before the application is considered for approval. Election to membership requires a two-thirds favorable vote by the InDiPres Steering Group. To complete its membership, a newly elected Member must sign and submit an InDiPres Membership Agreement affirming its acceptance of the conditions listed.

Signatures Page

This page should be completed by an individual with organizational signature authority for the organization joining InDiPres. Signature indicates agreement to the terms and conditions of the document entitled “Membership Agreement” of which this is the last page.

Upon completion of this form, an invoice will be sent separately to your organization.

Please print clearly or type information in the spaces provided below, and return this signature page by mail to InDiPres, Indiana State Library, 140 N. Senate Ave., Indianapolis IN 46204.

Member Information:

Organization Billing Address

Authorized Representative’s Signature Date

Representative’s Name (print) Title

Contact Person E-mail/Telephone

Membership Fee Effective Date

Signed by Authorized Representative of InDiPres: _____

Name Title Date