



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 and Governing Responsibilities

The Indiana State Library Foundation is the fiscal agent, and Indiana University Bloomington serves as its technological home. Member institutions are solely responsible for the governance of InDiPres.

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 annually.

Costs

InDiPres requires minimal expenditures by its members. The annual membership fee will be based on the following factors:

- Members pay yearly to participate in InDiPres.
- Members share the cost of the LOCKSS server.
- Members pay for individual storage needs.

The membership fees are based on the cost of a server or servers and the number of members.

New members will pay a pro-rated amount based on the month of joining.

The InDiPres steering committee will maintain a financial spreadsheet indicating all paid and outstanding fees, including memberships and storage costs. This document will be available to InDiPres leadership via the InDiPres shared Google Drive.

InDiPres will regularly communicate with members with outstanding fees, inquiring as to the status of their payment. If payment for membership fees has not been paid by a Member for two yearly cycles, the InDiPres steering committee will terminate their membership following a minimum of two attempts in reconciling their account. Members with no content will be terminated one month after the final attempt.

If a member is terminated with content in the network, InDiPres will remove the content from the network for the delinquent member upon receiving the data storage device provided by the member. Members have three months to retrieve their data in cooperation with InDiPres. Failure to retrieve their data will result in deletion of data.

As with the financial spreadsheet, the InDiPres steering committee will be responsible for maintaining a membership listing for InDiPres. This listing will be made available on the shared InDiPres Google Drive, along with the financial spreadsheet. Members can also request this listing from the InDiPres steering committee via email.

Applications for Membership

InDiPres will consider all applications for membership. Applications for membership will be reviewed by the InDiPres Steering Committee, and applicants may be asked to submit additional information about their digital collections and technical capabilities before the application is considered for approval. Election for membership requires a 2/3 favorable vote by the InDiPres Steering Committee. To complete its membership, a newly elected member must sign and submit an InDiPres Membership Agreement affirming its acceptance of the conditions listed. An institution may apply to become a member by emailing a request to join InDiPres to indipres@gmail.com.

Copyright and Intellectual Property

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 spirit of 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. Each originating institution bears responsibility for handling copyright and intellectual property issues locally.

Indemnification

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 undersigned Member's relationships to 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 undersigned Member's activities in working with InDiPres and Members.

Withdrawing from InDiPres

All members share some rights and responsibilities in common, including agreeing to provide a six month notice prior to the next billing cycle to cancel membership.

It is understood that all digital content contributed to the Private LOCKSS Network by InDiPres members for preservation purposes may remain in the Network indefinitely. The Private LOCKSS Steering Committee reserves the right to remove content from the 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 Member fails to fulfill its responsibilities to pay appropriate storage costs.

Disaster Recovery

The Private LOCKSS 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 Private LOCKSS Network and archive(s) to which it has contributed content through InDiPres. Data available for recovery includes the metadata and the digital objects that the InDiPres Member has submitted to the Private LOCKSS Network and that has been successfully ingested. Recovery time is dependent on the size of the collection to be recovered and restored.

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 email indipres@gmail.com.

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

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