



## Ohio Digital Network Contributor Agreement

This Agreement sets forth the responsibilities of Ohio Digital Network (ODN) Digital Public Library (DPLA) Service Hub and participating institutions that are data providers. It is intended to serve as a legal contract and a statement of intent by the signatory partners.

### Goals of the Ohio DPLA Service Hub

DPLA has the objective to provide access to the cultural and scientific heritage of humanity available, free of charge, to all. DPLA's primary focus is on making available materials from institutions in the United States.

The ODN Service Hub for the Digital Public Library of America (DPLA), has been established to bring together the riches of Ohio's libraries, archives and museums and make them freely available to the world.

Contributors may be libraries, library systems, historical societies, museums, archives, or educational institutions in the state of Ohio, or consortia or other entities authorized to act on their behalf.

The ODN's purpose therein is to harvest metadata from the data providers, and ingest that information to DPLA's system.

### Agreement

This agreement is between \_\_\_\_\_ (Institution name), which hereafter shall be referred to as Data Provider, and the Ohio Digital Network Hub located at the State Library of Ohio which hereafter shall be referred to as ODN.

### Content Scope

The DPLA, and therefore ODN, includes many different types and formats of digitized material. DPLA's content scope includes digitized items of cultural and historic importance to the United States. Excluded from this scope are:

- Materials whose access is restricted, e.g. paywalled, subscription based services, or password protected materials.
- Institutional Repository items such as theses and dissertations
- Finding Aids
- Newspapers (with some exceptions)

This policy is subject to change on a case by case basis and as per DPLA collection development guidelines.



## Metadata Requirements

1. The metadata will be provided to ODN according to the Metadata Application Profile (MAP). The MAP has been created because there is no one metadata schema adhered to by all potential contributing institutions. The MAP is a guideline for contributors to follow in standardizing Data Provider's metadata for DPLA. Metadata cannot be harvested by ODN until it meets the MAP guidelines.
2. After ODN determines that the metadata meets initial quality guidelines, harvest will begin. If ODN determines that the Data Provider's metadata needs further remediation, all remediation must be performed by the Data Provider before ODN will harvest the metadata. ODN is a pass through for the harvested metadata for DPLA and will not maintain a public repository of metadata.
3. DPLA shall publish all Metadata, including the Metadata provided by the Data Provider prior to the Effective Date of this agreement, under the terms of the CC0. 1.0 Universal Public Domain Dedication and is hereby authorized by the Data Provider to do so. The Data Provider recognizes that it hereby waives – to the greatest extent permitted by, but not in contravention of, applicable law – all Intellectual Property Rights in the Metadata it provides to DPLA. Metadata provided by the Data Provider is licensed non-exclusively, unconditionally, free-of-charge for all types of use and for all territories to the public. For details about the waiver/public license see the Text of the CC0 1.0 Universal Public Domain Dedication as follows the Creative Commons Universal Public Domain Dedication as published at: <http://creativecommons.org/publicdomain/zero/1.0/>.

## Data Exchange Agreement

**Notification of Fees:** ODN does not currently charge fees, for any of its constituent services. If in the future ODN deems fees will be required for any aspect of the ingestion process, ODN will attempt to provide at least six months' notice before the fees are due.

**Maintenance of technology:** Both Data Provider and ODN will maintain technology (for example, OAI-PMH) that allow for metadata to be shared with the DPLA on a regular, consistent basis.

**Maintenance of data records:** ODN will act as a pass-through for the metadata sent to DPLA. Data Providers are responsible for maintaining their own data records. ODN is not a long-term repository for metadata.

**Cost Tracking:** Data Provider agrees to complete and return quarterly cost tracking questionnaire to ODN in order for ODN to assess the cost of establishing and maintaining a DPLA Service Hub. This data will be shared with DPLA and with other DPLA Hubs.

**Publicity:** Data Provider agrees that any materials and/or collections submitted to DPLA through ODN (including but not limited to: photographs, AV files, and text documents) shall be available and subject to use for publicity, marketing, and educational purposes (pursuant to their copyright status and with attribution) at any time, by either ODN or DPLA. Reasonable efforts will be made to notify Data Provider in advance, but cannot be guaranteed.



**Removal:** Data Provider may choose to cease participation in ODN at any time. Data Provider may request that their metadata be removed from ODN feed to DPLA. ODN will request removal of metadata from DPLA on Data Provider's behalf. DPLA provides its own removal guidelines in its Data Exchange Agreement with the State Library of Ohio. Once ODN is notified of the removal request, metadata will be removed within 45 days.

ODN reserves the right to remove content from DPLA for reasons including but not limited to notification of copyright infringement or amendment in DPLA's collection development policy. In the event that ODN is required to remove content, Data Provider will be notified in advance.

**Changes to Agreement:** Future updates or amendments to the Ohio Digital Network Contributor Agreement shall be applied retroactively to all signed agreements. Data Provider retains the right to request amendments specific to their legal needs, or to withdraw from the Hub entirely.

Effective June 1, 2018



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**Ohio Digital Network's Administrating Official Signature:**

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Ohio Digital Network Contacts:

Jen Johnson ODN Project Coordinator (614) 728-8319 [jjohnson@library.ohio.gov](mailto:jjohnson@library.ohio.gov)

Penelope Shumaker ODN Metadata Librarian (614) 441-0793 [pshumaker@library.ohio.gov](mailto:pshumaker@library.ohio.gov)

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**Data Provider's Administrating Official Signature:**

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**Data Provider Primary Contact:**

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(Name)	(Position)	(Phone)	(Email)
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**Data Provider Secondary Contact:**

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