COOPERATIVE AGREEMENT

This cooperative agreement is between the Russian State Library ("RSL") and the Library of Congress ("LC")

A **Purpose of the Agreement**

1 The main purpose of this agreement is the creation of an digital library on the basis of digital copies of materials of the Library of Congress and the Russian State Library. LC will receive digital copies of selected original materials and the corresponding bibliographic information about these materials in the collections of the RSL in order that the Library of Congress can create a digital library and organize a web site on the Internet called "Meeting of Frontiers." The site will be located on the server of the Library of Congress. RSL may organize a similar site on a server at RSL based on RSL materials. Access will be free of charge to all users. The "Meeting of Frontiers" digital library project is provided for by Public Law 105-275, the Legislative Branch Appropriations Act for FY 1999.

2 The Meeting of Frontiers web site will have as one of its main themes the expansion of Russia eastward through Siberia, the Russian Far East, and into Alaska and the present American West. The digital images to be acquired are of RSL materials related to this general theme. The materials in the RSL collections will be digitized using equipment and software purchased by LC and then transferred on loan to RSL, free of charge to RSL.

3 This agreement will be effective until December 31st, 2002. It may in the interim be amended by the principals as described in D.1.. The agreement may be extended beyond December 31st, 2002 with the agreement of the principals.

B **The Library of Congress agrees to do or provide the following:**

1 Select original materials. LC will make selections of materials to be digitized from lists of original RSL materials. Lists are to be of original materials such as but not limited to maps, atlases, photographs, lithographs and rare books. RSL will also supply LC with other lists of suggested original materials for digitizing. LC will select materials for digitizing from these lists. LC will work cooperatively with RSL to decide which original items from the lists will be digitized. LC reserves the right not to select (1) original items that are duplicated in LC collections and that will be digitized at LC, (2) or that are in the collections of other U.S. or Russian institutions and which will be digitized at those institutions, (3) or for other reasons at LC's discretion. (See also C.1..)

2 Cooperate to ensure high quality digital image files. Cooperate to ensure high quality digital image files. LC will advise RSL on how to produce high quality of digital images for files provided to LC. LC will provide guidelines describing what

constitutes sufficient quality for LC. If RSL delivers digital image files that are not of sufficient quality for posting on the Meeting of Frontiers web site as determined by LC specialists, LC will advise on ways that the images can be improved. RSL will then use reasonable efforts to make the identified improvements and re-deliver the digital image files to LC. RSL has final responsibility for ensuring the quality of the images produced at RSL. LC may decline to pay RSL for any digital images supplied to LC that are not of sufficient quality for posting on the Meeting of Frontiers web site consistent with the requirements of LC.

3 Quality and completeness of bibliographic information. LC will review and edit bibliographic information provided with digitized materials by RSL to ensure adequate quality and completeness of such bibliographic information. This bibliographic information is described in more detail in Appendix A. LC may, as necessary, edit this information to facilitate posting on the web site Meeting of Frontiers. LC will supply English translations as necessary.

4 Post digital image files and associated bibliographic data. LC will post digital image files (created from the digital image files supplied by RSL to LC) as part of the Meeting of Frontiers web site. LC will also post with each image the corresponding bibliographic information (this will derived from the bibliographic information provided to LC by RSL under this agreement). LC will limit its posting of images to certain types of files (such as but not limited to GIFs and JPEGs) that will be derived from the TIFF images supplied to LC by RSL. LC will not post on the web site the TIFF images. (Appendix B describes in greater detail the types of image files and bibliographic information to be posted on the Meeting of Frontiers web site based on RSL supplied files.)

5 Post information about RSL. LC will also post on the Meeting of Frontiers web site information provided by RSL about RSL and its collections. This will form the basis for a section of the web site that will serve as a "gateway" to images on the site that are digitized from RSL materials. LC will have right to format this information as it determines necessary, as well as the right to integrate individual images and collections into the Meeting of Frontiers story line and modules.

6 Purchase equipment and software for loan to RSL, plus training and consumables. By separate purchase order, LC will purchase suitable equipment and software for creating the digital images of RSL materials and will loan this equipment and software to RSL for the duration RSL's participation in the "Meeting of Frontiers" project (which will end December 31st 2002, unless this agreement is amended). LC will purchase service agreements for the equipment, for the period of use, from sources local to RSL. LC will provide training in the use of the equipment. LC will provide RSL with consumables as may be required in producing and delivering the image files. Under this agreement, such consumables are limited to blank recordable compact disks (CD-Rs). LC will supply 200 blank CD-Rs as part of the initial purchase of equipment to be supplied to RSL and will purchase and supply

additional CD-Rs by other means at the discretion of LC. If other consumables are determined to be required by RSL or LC, this agreement must be so amended. All expenses for delivery of the equipment to RSL (Moscow, Vozdvizhenka 3/5) will be the responsibility of LC. All customs fees, both in the United States and in Russia will be paid by LC. (Appendix C describes in detail the suggested equipment, software, service, training, and consumables that will be supplied. LC may choose to substitute other equipment and software at its discretion, seeking the advice of RSL.)

7 Provide reimbursement for production expenses. LC will reimburse RSL for its staff costs in producing the digital images and the associated bibliographic and technical data files. To do this, RSL will provide documentation to LC of actual costs incurred. Because of obvious difficulties in having RSL document costs of a process that has not begun, it is agreed that for the first six months of digitizing under this agreement, RSL will receive the minimal compensation of one dollar ($1) for each image of graphic materials (from the Department of Graphic Materials), two dollars ($2) for each image of a map or from an atlas, one dollar ($1) for an image of a page of a rare book, and three dollars ($3) for each title on a list of materials suggested for digitization. After six months on the basis of documentation by RSL the actual costs will be determined and paid for by LC.

8 Assist in the protection of RSL's copyrights. LC will use reasonable efforts to assist RSL to retain any rights it may have, such as copyrights, to the digital images provided for Meeting of Frontiers and to those derived from the TIFF images created for posting on the web site other than those under the "Fair Use" doctrine under American law. All images of materials of the Russian State Library, created in the TIFF format for the MoF project, will be held also by RGB and can be used by RGB as it sees fit. LC will post images derived from the TIFF images supplied to LC by RSL in the accepted common Internet delivery format (at present, JPEG and GIF). (Appendix D describes in detail how LC will seek to assist in protecting the rights of RSL.)

9 Advise RSL on technical matters. LC will advise RSL about technical aspects of building a digital library on the model of American Memory as maintained by the National Digital Library Project of the Library of Congress.

10 Deliver digital image files and other files. LC will arrange for transportation of the recordable compact disks (CD-Rs) containing the digital image files and other machine readable files from the city of Moscow to the Library of Congress. (See also C.8.)

11 Provide contact information to RSL on Meeting of Frontiers web site. LC will develop a mechanism on the site "MoF" so that users may communicate with RSL to obtain, for a fee, print copies of images on the site in the holdings of the RSL, subject to relevant copyright laws.

C **The Russian State Library agrees to do or provide the following:**

1 Provide lists of original materials suggested for digitization. RSL will supply LC with lists of original materials, primarily grouped in collections, to be available for digitization for inclusion in the Meeting of Frontiers project. A "collection" may be (a) an archival grouping, for example, an individual's personal papers or the collected photographs of a particular company, (b) accumulated sets, which are sets of prints or documents accumulated by a division over a long period, or (c) special compilations, which are groups of materials brought together for digitization that are on a specific topic. RSL will supply to LC such lists on a periodic basis. The first such list should be delivered within two weeks of the time of informing the other party of the writing of the last signature on this Agreement and further lists should be supplied at times determined by the parties based on need resulting from the rate of progress made in digitizing materials on previous lists. (See also B.1.)

2 Supply digital image files and associated data. RSL will supply to LC digital image files of the original items that are selected by LC from the lists provided by RSL. Such digital image files will be provided by RSL in an uncompressed TIFF format. Their associated bibliographic information as well as certain required technical data related to the production of the digital files shall be in a digitized database format. In addition to the digital image files, RSL will also supply LC with several kinds of associated metadata related to each digital image file, including bibliographic data and production data (production of the images). Appendix A describes the technical characteristics required of the digital image files supplied to LC, the associated bibliographic information of the original materials, and the production data. (Note that all data files should meet the minimum specification described in Appendix A.) Data files for bibliographic data and for production data will contain a link to the file name of the digital file supplied to LC of each original item. All metadata will be in machine-readable fielded format, with field descriptions provided to LC by RSL.

3 Supply advance summary technical information. RSL will supply LC with advance summary technical information about materials selected for digitization by LC to facilitate digital storage projections (server space) at LC. (This information is described in Appendix A.)

4 Supply description(s) of the RSL and its collections. RSL will provide the Library of Congress with information (text) about RSL and RSL's collections for inclusion in the Meeting of Frontiers web site. RSL understands and agrees that LC may edit this information to conform with formatting considerations of the web site.

5 No copyright restrictions; written certification of. RSL will provide written certification to LC indicating that the materials provided are free of copyright restrictions under Russian law and that LC may post the images on the Library of

Congress-Meeting of Frontiers web site within the provisions of the "fair use" doctrine as described under American law, 17 U.S.C. 107 (discussed in more detail in Appendix D). (See also B.8..)

6 Security for equipment loaned by LC. RSL will protect, care for, and provide a secure environment for the equipment loaned to RSL by LC. All loaned equipment will be in a single locked room on the premises of the RSL with access controlled by the coordinator for technical questions. Doors and windows will be included in either a separate or general alarm system. RSL will label all loaned equipment and identify and/or label all loaned software as the property of the Library of Congress.

7 Document staff costs for image production. RSL will supply LC with documentation of staff time used in production of the digitized images and other files delivered to LC for Meeting of Frontiers for which LC reimburses RSL.

8 Delivery of compact disks. RSL will deliver the compact disks (CD-Rs) containing the digital image files and other machine readable files to a location in the city of Moscow, Russia as specified by the Library of Congress.

9 Coordinate participation of other Moscow institutions. During the course of this agreement, RSL may express the willingness to take the role of coordinator of participation of other Moscow area institutions (identified by the Library of Congress) that would contribute digital images of their materials to the Library of Congress for inclusion in the Meeting of Frontiers web site. If it is determined by RSL and LC that RSL will have such a role, an appropriate separate agreement defining the parameters of such a relationship to supplement this one will be executed by RSL and LC.

D General provisions:

1 Term and Termination. This agreement is to be effective until December 31, 2002,whereupon it may be renewed or modified my mutual agreement of the RSL and LC. Either RSL or LC may terminate this agreement by providing the other with at least thirty (30) days written notice of intent to terminate the agreement and an explanation of the reason for termination. The non-terminating party may be given an opportunity to cure the problem, if such an opportunity is appropriate, prior to actual termination. In the event of the termination, the hardware and software on loan to the RSL shall be returned to the LC.

2 Disposal of equipment. At the end of the term of the agreement or in the case of early termination, the Library of Congress is responsible for the disposal of the equipment, including either transfer to another organization or removal from the country.

3 Notices. Any notice of other written communication provided for under this agreement shall be as follows:

If to the Russian State Library:

Irina V. Morozova
Chief, Sector "Russian Memory
or Galina A. Vassilenko
Russian State Library
Vozdvizhenka, 3 101000
Moscow, Russia
095 202-3565
095 913-6933 (fax)
irgb@glas.apc.org, mbs@rsl.ru

If to the Library of Congress:

John Van Oudenaren
Chief, European Division
Library of Congress
Washington, DC 20540-4830
202 707-4543
202 707-8482 (fax)
jvou@loc.gov

4 Use of Names. The parties mutually recognize the great value, prestige, publicity, and goodwill associated with each other's names and agree not to knowingly harm, misuse, or bring into disrepute either party's name, and further to assist each other as reasonably requested in preserving all rights, integrity, and dignity associated with each other's name's. Subject to the prior written approval by each party for use for the use and presentation of the other's name and/ or logo, the requesting party may use the other's name in connection with the promotion of the Meeting of Frontiers project as a result of this Agreement. The party's will mutually have fifteen (15) business days from receipt of the other's written requests to approve or deny with comment such requests for use of its name.

5 Entire Agreement. This agreement constitutes the entire understanding of the parties hereto, and it shall not be amended or otherwise modified unless done so in writing and signed by both the Russian State Library and the Library of Congress.

This agreement is signed and agreed to on this _____ day of _____, 1999

_____

Victor V. Fedorov
Director, Russian State Library

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James H. Billington
The Librarian of Congress