



INDIANA STATE LIBRARY
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Indiana State Library Data Exchange Protocol

The Indiana State Library ("ISL") strives to make information more freely accessible to the public by providing a mechanism for remote electronic access to digital images, publications, documents and other noteworthy memorabilia. ISL may make this information accessible through the following 3 methods:

1. ISL's Indiana Memory digital collection which includes digital collections about Indiana History provided by ISL and other libraries, museums, archives, universities, and related cultural organizations ("Content Contributors"). These collections are hosted by ISL using CONTENTdm software;
2. ISL's Indiana Memory portal hosted using the VuFind software and which provides access to preview images and metadata for digital collections about Indiana history. The actual collections are hosted by the collection owner or another 3rd party host;
3. a partnership with a third party non-profit data aggregator which harvests digital collections of general interest that ISL makes available so the collections are more accessible worldwide.

Throughout this document, the above three methods by which ISL may make information more freely accessible to the public will be referred to as the "Digitization Project".

The Digitization Project makes digital collections accessible over the internet through a variety of digital formats. Digital collections may be contributed to the Digitization Project after:

1. receiving approval from the Indiana State Library Digital Collection Development Committee;
2. signing this Data Exchange Protocol;
3. filling out and signing the Addendum;
4. providing ISL with the signed Data Exchange Protocol and Addendum; and
5. the Content Contributor's receipt of a counter signed copy of the Addendum from ISL.

When digital collections are accepted for inclusion in the Digitization Project, a determination will be made by ISL and the Content Contributor as to which (or which combination) of the above described methods the collection will be made available. If method #1 is chosen, ISL will host the collection. When method #3 is chosen, ISL will make the metadata and preview images available to a third party aggregator for harvesting. ISL will harvest the metadata (textual information, including hyperlinks, that may serve to identify, discover, interpret and/or manage content) and may harvest thumbnail preview images of the digital collections provided by the Content Contributors.

The Content Contributors are responsible for creating/providing the metadata and thumbnail preview images for the applicable digital collections that are to be included in the Digitization Project. Content Contributors must agree to provide complete collections (not simply items from within collections) and must provide the metadata and thumbnail preview images under the conditions of this Data Exchange Protocol. ISL is hereby authorized to make all content (metadata and preview images) provided by Content Contributors available to the public at large.

Content Contributors must submit metadata and previews in accordance with the **Indiana Memory Metadata Guide**. The Content Contributors must ensure the metadata identifies any intellectual property rights to the content including identifying content that is in the public domain.

ISL will publish all metadata, including the metadata provided by the Content Contributor prior to the date this Data Exchange Protocol was signed, under the terms of the CC0 1.0 Universal Public Domain Dedication (<http://creativecommons.org/publicdomain/zero/1.0/legalcode>) and is hereby authorized by the Content Contributor to do so. The Content Contributor agrees that it waives, to the greatest extent permitted by law, all intellectual property rights, including but not limited to copyright rights in the metadata it has provided and will provide to ISL. Metadata provided by the Content Contributor is licensed non-exclusively, unconditionally, free-of-charge for all types of use by the general public.

The Content Contributor must ensure that ISL is entitled to store and publish all collections (as applicable) and all preview images provided by the Content Contributor; however, ISL will do so only in combination with the metadata that pertain to the same content. The Content Contributor must also ensure that ISL is entitled to publish the

Uniform Resource Identifiers/Locators (URI's/URL's) pointing to the previews together with other metadata. The Content Contributor affirms that ISL is entitled to allow use of the collections (as applicable) and preview images by the general public via any access point provided by ISL, including 3rd party access points, in accordance with terms specified by the Content Contributor in the metadata specifications in addition to those uses qualifying as Fair Use under Section 107 of the copyright law (title 17, U.S. Code).

Content Contributors with digital collections included in the Digitization Project retain ownership of those collections. Content Contributors provide copyright information as a service to the general public in determining the proper use of an item. However, individuals who access the digital collections through the Indiana Memory Database are ultimately responsible for determining copyright restrictions, for obtaining written permission, and for paying any fees necessary for the reproduction or proposed use of the Content Contributor's digital collection. ISL will not be held responsible for any direct, indirect, consequential, or incidental damages arising out of or relating to the use of information and materials linked to through the Digitization Project.

ISL reserves the right to refuse or withdrawal from inclusion in the Digitization Project content that violates the rights of a third party. However, it is the Content Contributor's responsibility to ensure that ISL's proposed use of the content provided by the Content Contributor does not violate the rights of any third party, including but not limited to:

1. a violation of the intellectual property rights of a third party;
2. an infringement of privacy and publicity rights; and
3. an infringement of public order or morality (obscenity, defamation, fraud, incitement, and speech integral to criminal conduct).

Both ISL and the Content Contributor each individually have the right to terminate the Content Contributor's participation in the Digitization Project with 30 days written notice to the other party. Written termination notices must be sent to the names and addresses listed on this Data Exchange Protocol. ISL will remove the Content Contributor's metadata and previews within 30 days after ISL receives the written termination notice.

The rights, responsibilities, and permissions in this Data Exchange Protocol, including all addendums attached hereto, once signed, remain in effect in perpetuity unless one of the following occurs:

1. the Content Contributor and ISL agree to different terms in a subsequent written addendum to this Data Exchange Protocol; or
2. the Content Contributor's participation in the Digitization Project is terminated **and** all collections (as applicable) metadata and previews are removed; or
3. the ISL discontinues the Digitization Project.

I agree that I have read this Data Exchange Protocol in its entirety, and on behalf of _____ ("Content Contributor") I agree to the terms stated herein. I hereby attest that I have been duly authorized to sign this Data Exchange Protocol on behalf of the Content Contributor thereby binding the Content Contributor to the terms herein.

<Insert Content Contributor/Entity Name>

Indiana State Library Contact:

Signature

Justin Clark
Digital Initiatives Director
140 Senate Avenue, Room 130
Indianapolis, IN 46204
Phone: (317) 232-2988
E-mail: jusclark@library.IN.gov

Printed Name

Title

Date

Addendum # _____ of _____ to Indiana State Library Data Exchange Protocol

Content Contributor: _____

This Addendum should be filled out upon the Content Contributor signing the Indiana State Library Data Exchange Protocol. All digital collections that are currently part of the Digitization Project and all digital collections that will be added to the Digitization Project should be listed on this Addendum. An additional Addendum must also be completed any time additional collections are added to the Digitization Project by the Content Contributor.

More than one box may be checked

Name of Digital Collection to be Included in the Digitization Project	Check this box if this is to be an Indiana Memory digital collection hosted by ISL using CONTENTdm software and is to be made discoverable through ISL's Indiana Memory portal	Check this box if this is to be an Indiana Memory collection hosted by the collection owner or other 3 rd party and is to be made discoverable through ISL's Indiana Memory portal	Check this box if digital collection will be made available to ISL for the purpose of ISL making the collection available to a third party data aggregator for harvesting, such as DPLA.

Content Contributor's Authorized Representative: I hereby attest that I have been duly authorized by the above named Content Contributor to sign this Addendum making the above named digital collection(s) available as indicated on this Addendum and pursuant to the terms of the Indiana State Library Data Exchange Protocol.

Printed Name

Signature

Date _____

ISL Representative: I acknowledge acceptance of the above digital collection(s) and the method by which the digital collection(s) are requested to be made available.

Printed Name _____

Signature

Date _____