



LIBRARY OF  
MICHIGAN  
DIGITAL

# Memorandum of Agreement

## About LM Digital Hosting

The Library of Michigan Digital Collections (LMDigital) provides access to the Michigan state library's digital repository. It contains born-digital publications, digitized materials from the Library's own collections, and content provided through partnerships and collaborations with groups and individuals, other Michigan cultural institutions, and state government agencies. The content of the site is inspired by LM's mission and supports the library's goal to preserve and tell the story of the state of Michigan.

## Ownership and Use of Content

Partners understand that LMDigital is a freely accessible platform for use to enhance scholarship, research, and lifelong learning. For these uses, people may reproduce materials from LMDigital without prior permission, on the condition that they properly cite and attribute the source of materials. Any materials reproduced for publication, broadcast, commercial use, social media, or promotion of LMDigital requires written permission from the institution from which the material is taken. Enforcement is the responsibility of the member institution. Partners maintain ownership of their original digital content.

## Responsibilities of Library of Michigan

As administrative coordinator of LMDigital, the Library of Michigan agrees to:

- Maintain an appropriate contract with OCLC for the CONTENTdm platform.
- Cover the cost of the base CONTENTdm subscription fee.
- Provide storage in CONTENTdm to each partner free of charge (preservation storage is not included)
- Facilitate communication between members and the vendor for support and training.
- Provide administrative support for adding collections.
- Communicate with and provide timely updates to members.
- Provide guidelines for data inclusion.
- Provide notice of changes to this agreement to the institutional email address of record.
- The Library of Michigan has no control over and expressly disclaims any liability or responsibility over specific content added by a digital partner.

## Responsibilities of Partners

Library of Michigan Digital Hosting partners agree to:

- Abide by the laws governing content, including copyright, privacy, etc.
- Assume full responsibility for the copyright and legality of all content posted by their institutions.
- Adhere to the terms of Library of Michigan Digital Hosting agreements with vendors and partners, including:
  - Creating and maintaining metadata in keeping with the requirements outlined by the Library of Michigan, and consistent with the requirements for inclusion in the Digital Public Library of America (DPLA).
  - Observing LM Digital Hosting technical quality and metadata guidelines, such as ADA compliance.
  - Ensuring that all metadata and preview images resolve to openly accessible digital objects (no login required).

## Financial obligations of Library of Michigan and Partners

Partner participation in Library of Michigan Digital Hosting is free and made possible in part by the Institute of Museum and Library Services. Additional funding is provided by the Library of Michigan.

## Partnership

An institution wishing to participate in LM Digital Hosting should submit a signed copy of this agreement to [lm-digitization@michigan.gov](mailto:lm-digitization@michigan.gov). If the institution is eligible, the Library of Michigan will return a fully executed copy to the applicant institution within two to four weeks. Upon signing of this MOA by all parties, an institution becomes a Partners of LMDigital until such time as the program is dissolved or partner wishes to withdraw from their organization's inclusion in LMDigital. If partner wishes to withdraw they will need to submit request in writing and content will be removed from LM Digital within 30 days of receipt of request.

Non-compliance with the terms of this MOA may result in removal from the LM Digital Hosting program. Notice of immediate suspension of access to content and authorized online tools will be sent to the institutional email address of record. If compliance is not restored within 30 days, the partner's participation and access to program resources will cease.

This agreement may change periodically. Notice of such changes will be sent to the institutional email address of record. Please contact LMDigital at [lm-digitization@michigan.gov](mailto:lm-digitization@michigan.gov) to request current terms and conditions.

Institution: \_\_\_\_\_

Institution: Library of Michigan

Address: \_\_\_\_\_

Address: 702 W. Kalamazoo

City/State/Zip: \_\_\_\_\_

City/State/Zip: Lansing, MI 48915

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*The person signing this agreement represents that they possess the legal authority to enter into this contract on behalf of their institution.*

Email completed document to [lm-digitization@michigan.gov](mailto:lm-digitization@michigan.gov). A fully executed copy of accepted agreements will be sent to the email address provided.