

**THE JOHN ADAMS LIBRARY COLLECTION**

**THIS LIBRARY BOOK SCANNING COOPERATION AGREEMENT** (the "Agreement") is made and entered into by Internet Archive, a California nonprofit corporation ("IA") and the Boston Public Library ("BPL"), a public research library with its principal offices at 700 Boylston Street, Boston MA 02116, and is effective as of April 6, 2007 (the "Effective Date").

**RECITALS**

- A. IA has established the Open Content Alliance (OCA) to offer broad public access to a variety of content through the participation of contributors to the OCA and in accordance with the principles set forth at <http://www.opencontentalliance.org/participate.html>.
- B. IA received grant funding in 2006 from the Alfred P. Sloan Foundation to digitize and provide open online access to historical collections held by five major libraries, including the John Adams Library held by the Boston Public Library.
- C. IA and BPL desire to collaborate to enable such scanning and distribution of such printed books under the terms and conditions of this Agreement.
- D. IA fully intends to maintain and host content created under this agreement in perpetuity and to provide free and open access to such content for all.

NOW THEREFORE, the parties therefore agree as follows:

**AGREEMENT**

1. **Overview.** With the financial support of the Sloan Foundation the IA and the BPL will, within the term of this agreement, cause to be developed a digital collection of President John Adams's personal library drawn from the bound printed materials in the BPL's holdings.
2. **Collection scope.** BPL will supply to IA for scanning up to 3500 titles of bound printed volumes from the John Adams Library.
3. **Costs of digitization.** The costs will be born as follows.
  - a. BPL will bear the cost of transporting items to and from the digitization/production center in the Copley Square facility, and providing IA with access to bibliographic metadata for the printed materials that are scanned. IA will bear the cost of assessing, digitizing (non-destructive scanning of every physical page in a bound volume), creating technical metadata per minimal standards specified by BPL, re-packing books onto book carts, insuring them for the time they are on the premises of the scanning center, and for IA's quality control of content files prior to delivery to BPL.
  - b. If BPL establishes that materials were not returned in substantially the same condition as they were supplied to IA for the purposes of scanning, IA will, at

IA's option and BPL's sole remedy pay BPL for their repair.

**4. File Formats.** Each Volume in the collection provided by the BPL will be scanned into a set of Digital Files (image and text files) with associated metadata (i.e., a Digital Copy). A "Digital Copy" is the digital representation of each physical item, consisting of image and text files and their associated metadata. BPL and IA will cooperate to insert a digital bookplate into the front of each Digital Copy, to be developed by BPL specifically for the John Adams Collection, which shall not be removed from any Digital Copy under any circumstances.

The entire corpus of Digital Copies shall be considered the Digital Collection. Unless agreed otherwise in writing by both parties, IA will adopt the following file formats and metadata for the Digital Copies.

- a. JPEG2000 cropped and deskewed images at a size resolution to be determined one for each page including the front and back covers;
  - b. Searchable color PDF file with Image-over-text format;
  - c. animated gif. thumbnail file
  - d. Djvu. Xml file containing the OCR and associated x, y coordinates;
  - e. Scan data.xml file containing metadata captured at time of scanning;
  - f. Files.xml containing manifest data;
  - g. Meta.xml file containing bibliographic and operational metadata
  - h. MARC or MARCXML record if it were retrievable from BPL or RLG catalog.
- 5. Method of File Transfer:** Each Digital Copy will be made available to BPL at substantially the same time as such Digital Copy is completed. The files will be made available to the BPL via one or more of FTP or HTTP. BPL will be required to access and download the Digital Copy within 3 months after receipt of notification that the Digital Copy is available.
- 6. Attribution.** Attribution for the provenance of each volume in the John Adams Library will be noted as "John Adams Library at the Boston Public Library" in the metadata files of each Digital Copy, and such other location(s) as shall be determined mutually by IA and BPL, when the Digital Copies and Digital Collections are made available by IA.
- 7. Use of Digital Copies:** Each party may freely use its respective Digital Copies of the Items in any manner, including reproducing, displaying, storing, modifying, or distributing the Digital Copies, except where to modify would remove provenance attribution from item and collection level metadata, and/or the digital bookplate as described in Section 4.
- 8. In Copyright Scanning.** The scanning and digitization of any copyrighted materials is subject to the authorization of the copyright holder(s) and any special restrictions or

other terms and conditions agreed to in writing with such copyright holder(s). Upon IA's reasonable request, BPL will make such copyrighted printed book available to IA for scanning. IA may, in its sole discretion, elect not to proceed with the scanning and digitization of such copyrighted work.

**9. Rare materials.** The John Adams Library is a national treasure consisting of rare materials. Rare materials will not be left unattended or unsecured for any period of time by Internet Archive staff. Specific procedures will be detailed on site at the time of Scribe set up and deployment in consultation with the Library Partner. BPL has the right to terminate work immediately and indefinitely if IA staff fail to comply with these specific procedures.

**10. Insurance.** During the performance of its services, Internet Archive will procure and maintain Commercial General Liability insurance covering, without limitation, bodily injury (including death), property damage, and defamation with a limit of not less than \$1,000,000 per occurrence.

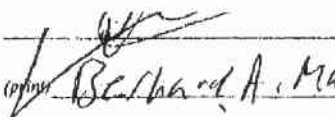
**11. Termination.** Both parties reserve the right to suspend or to terminate in whole or in part use of the Premises on thirty (30) days written notice, whenever, for any reason.

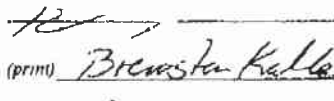
**12. Limitation of Liability.** To the extent permitted by applicable law, neither party will be liable to the other party for any consequential, indirect, exemplary, special, or incidental damages or any lost profits arising from or relating to these Terms and Conditions, whether in contract or tort or otherwise, even if such party knew or should have known of the possibility of such damages. If the Library establishes to a reasonable degree of satisfaction that the Internet Archive damaged, lost, or destroyed any Library items the Internet Archive shall, at its option and the Library's sole remedy, either repair or replace the damaged, lost, or destroyed Items or pay the Library for such repair or replacement, the repair or replacement amount to be determined by the Library in its reasonable professional judgment. At no time will the cost to the Internet Archive exceed \$200 per item.

**13. Use of Name.** Internet Archive shall not refer to the BPL for any purpose whatsoever, including, but not limited to, advertising, marketing, promotion, publicity, or solicitation, without prior written permission from the Library, such permission not to be unreasonably withheld.

For Boston Public Library

For Internet Archive

  
\_\_\_\_\_  
(PRINT) Richard A. Margolis  
On 11 April 2007

  
\_\_\_\_\_  
(PRINT) Brewster Kelle  
On April 9 2007

USE OF BUILDING SPACE AT THE BOSTON PUBLIC LIBRARY

**AGREEMENT FOR THE USE OF BUILDING SPACE AT THE BOSTON PUBLIC LIBRARY** (the "Agreement") is made and entered into by Internet Archive, a California nonprofit corporation ("IA") and the Boston Public Library ("BPL"), a public research library with its principal offices at 700 Boylston Street, Boston MA 02116, and is effective as of April 6, 2007 (the "Effective Date").

**RECITALS**

- A. IA has established the Open Content Alliance (OCA) to offer broad public access to a variety of content through the participation of contributors to the OCA and in accordance with the principles set forth at <http://www.opencontentalliance.org/participate.html>.
- B. BPL joined the OCA as a contributor; The Boston Library Consortium, (BLC), a consortium of 19 member libraries, including the BPL, also joined the Open Content Alliance as a contributor.
- C. OCA desires to install staff and manage a scanning center at the BPL for the large-scale digitization of books from the BPL and BLC member library collections.

NOW THEREFORE, the parties therefore agree as follows:

1. **Description.** The Boston Public Library at Copley Square allows IA the use of the Premises described as follows: Approximately \_\_\_\_\_ square feet of office space shown as Room 205 on the attached floor plan located at the Copley Square Facility, Boston Public Library, Johnson Building, 700 Boylston Street MA 02116.
2. **Term for Use of Premises.** The term of this agreement will be twelve (12) months from the Effective Date. This agreement may be renewed or extended upon mutual written agreement of the parties. At the conclusion of the term, Internet Archive is responsible for removing equipment unless the agreement is extended by both parties.
3. **Purposes for Use of the Premises.** IA will use the Premises only for the following specific purposes: Digitization of printed materials sourced from Boston Public Library and Boston Library Consortium member library holdings and, as necessary, the holdings of other libraries/institutions.

In addition to the above, IA agrees to become familiar with and, as applicable, comply with the BPL's "Building Guidelines" and "Emergency Evacuation", attached. Any questions IA may have regarding building rules, emergency procedures, and building maintenance should be directed to the BPL Facilities Manager.

4. **IA's Access.** IA's access shall be limited to the following areas of the building during the Library's normal business hours, or from 8:00 am to 5:00 pm, Monday through Friday, except for holidays recognized by BPL, or otherwise by mutual agreement:
  - IA's premises (GENERAL LIBRARY STAFF WORK AREA, ROOM 205 (Room #207) shown on the attached floor plan.
  - The staff restrooms adjacent to the building concourse.
  - The BPL staff lounge room.

IA's access shall be limited to the following areas of the building during BPL's non-business hours, or from 5:00 pm to 8:00 am, Monday through Friday, from 5:00 pm Friday to 8:00 am Monday, and holidays recognized by the University:

- IA's premises (Room 205, room 207), shown on the attached floor plan.
5. **Utilities and Services.** BPL shall provide IA with the following utilities and services:
- approximately 150 square feet of floor space for the scanning services (in an area protected from direct sunlight);
  - minimum of 800 watts, 115 volts of electrical power times 7 amps;
  - Internet connectivity 7/24 (either commercial Internet or Internet2);
  - four (4) real external IP addresses not blocked by any firewall;
  - two (2) standard adjustable office chairs; and
  - one (1) small work desk.

The Library will also provide storage space which shall be securable in accordance with reasonable office security measures. Specific security procedures will be detailed on site at the time of Scribe setup and deployment. Cleaning, trash removal, and the like will be made available to Internet Archive.

The Library will provide Internet Archive with onsite access to each Scribe deployed during regular business hours, and with remote data access 24/7. All BPL-provided utilities and services shall be subject to existing service levels and building operating procedures, including the Library's normal business hours.

Internet Archive will provide network security for the operation of any equipment associated with its scanning activities.

6. **Regarding Network Service.** If IA's use of the network in any way affects the operations of Library, IA's access to the network will be terminated immediately until the problem is corrected.
7. **Notices.** Any official notifications or correspondence pertaining to this Agreement should be addressed to the contacts listed in Section 9, with copy to authorized representatives of the Agreement.
8. **Provision of Materials for Digitization.** Representatives of BPL, BLC and IA agree to develop mutually acceptable procedures for:
- scheduling pickups and deliveries of printed materials, including dates, times, and amounts
  - packing and transporting printed materials from BPL's loading dock to IA's premises, and for returning the printed materials once digitized (or rejected for digitization) to the BPL loading dock
  - assessing printed materials selected for digitization, including criteria for rejecting those that should not be digitized
9. **Resolving Problems.** The following mechanisms shall be used to communicate and respond to resolve problems that may be encountered by either BPL or IA in any aspect of tenancy or the production process:

Direct communication either face-to-face or via telephone or e-mail as appropriate between the following people for the following purposes:

- Building access; building maintenance; building rules; emergency procedures; security issues:  
For BPL: Bob Flynn (rflynn@bpl.org; 617-859-; Cell)  
For IA: Jae Mauthe Jae@archive.org 415-810-5972
- Scheduling pickups and deliveries of materials and transporting materials to/from BPL and to/from IA's premises:  
For BLC: Administrative Assistant (admin@bpl.org; 617 262-0380)  
For BPL: George Hulme: (ghulme@bpl.org; 617-859-  
For IA: Jae Mauthe Jae@archive.org 415-810-5972
- Network issues:  
For BPL: Henry Bernasconi (hbernasconi@bpl.org; 617-859-2208)  
For IA: Jim Shankland jim@archive.org 510-543-8780  
Note: See Section 6 note, "Regarding Network Service."
- Use of Premises terms and conditions:  
For BPL: Maura Marx (mamax@bpl.org; 617-859-2386)  
For IA: Brewster Kahle brewster@archive.org 415-561-6767
- Selection of materials to be digitized; overall project:  
For BPL: Maura Marx (mamax@bpl.org; 617-859-2386)  
For IA: Brewster Kahle brewster@archive.org 415-561-6767

10. **Termination for Use of Premises.** Both parties reserve the right to suspend or to terminate in whole or in part use of the Premises on thirty (30) days written notice, whenever, for any reason.

11. **Liability Insurance.** IA, at its sole cost and expense, shall insure its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance as follows:

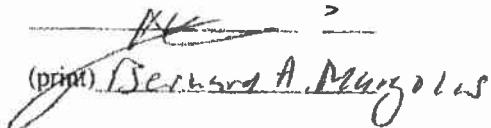
1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a minimum limit of one million dollars (\$1,000,000) per occurrence. If the above insurance is written on a claims-made form, coverage shall continue for a period of not less than three years following termination of this Agreement. Coverage shall provide for a retroactive date of placement prior to or coinciding with the Agreement commencement date.
2. Property Insurance (including fire and extended coverage) sufficient to reimburse the Library for all of its equipment, trade fixtures, inventory, fixtures, and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.
3. Workers' Compensation Insurance as required by Massachusetts State Law.

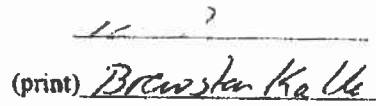
Upon execution of this Agreement, IA shall furnish the Library with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) days advance written notice to BPL of all modifications, changes, or cancellation of any of the above insurance coverages.

It should be expressly understood that the coverages required herein shall not in any way limit the liability of IA, its officers, agents, or employees.

For  
Boston Public Library

For  
Internet Archive

  
\_\_\_\_\_  
(print) Bernard A. Margolis

  
\_\_\_\_\_  
(print) Brewster Kelle

On 11 April 2007

On April 9, 2007

**Attachment I - BPL Floor Plan**

**Attachment II - Building Guidelines**

**Attachment III - Emergency Evacuation Plan**