**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of execution by both parties hereto, between The Board of Regents of the University System of Georgia by and on behalf of the University of Georgia, The Digital Library of Georgia (“DLG”), with a principal address of the Main Library of the University of Georgia, Athens, Georgia, and the Mayor and Aldermen of the City of Savannah (“Partner”) with a principal address of 2 East Bay Street, Savannah, GA 31401, regarding the Savannah Historical Map Project(the “Project”).

1. **PURPOSE**
	1. As part of the DLG’s 2017 Subgranting Program, the Partner and the DLG are collaborating to make the Materials available in the DLG’s online database and in that of the Digital Public Library of America (“DPLA”).
	2. The purpose of this MOU is to state clearly the terms under which the Partner allows the DLG temporary custodianship of the Materials (defined in Section II, below), and the responsibilities of each party regarding the delivery and return of the Materials and completion of the Project, including the preparation and transfer of materials and files, materials storage, metadata creation, reformatting, online display, and archival master file storage.
2. **BACKGROUND & DESCRIPTION OF LOANED MATERIALS**
	1. The Partner shall provide the following loaned materials to the DLG under this MOU (collectively, the “Materials”):
	* **Savannah Cadastral Survey – Ward Survey Maps, 1939-1940 [252 sheets, 24” x 36” each];**
	* **Engineering Department – Major Subdivision Maps, 1871-1972, no date [169**
	* **items]; and**
	* **Engineering Department – General Maps, 1798-1961, no date [40 items].**
	1. The Partner will be responsible for transporting the Materials from 2 East Bay Street, Savannah, GA 31401 to the DLG at the University of Georgia’s Main Library in Athens, Georgia.
	2. In the event Partner desires to provide additional materials to the DLG under this MOU, Partner and the DLG will execute an addendum describing such additional materials, and such materials will be considered part of the “Materials” from the date of such addendum, subject to all the terms and conditions of this MOU.
3. **DELIVERY OF MATERIALS**
	1. *Pre-Delivery Preparation*. Partner will be responsible for performing all necessary conservation actions prior to delivery of the Materials, including:
		1. Staples, rubber bands, paper clips, and other fasteners will be removed, and necessary flattening will be performed by the Partner.
		2. Targets will be used to identify documents or pages within the Materials that should not be scanned.
		3. Item identifiers will be provided at an item or folder-level as appropriate to the materials.
		4. Partner will prepare both a condition report and an inventory of the Materials.
	2. *Delivery of Materials*. Partner will be responsible for the transportation of the Materials to the DLG at the University of Georgia’s Main Library, 7th Floor, in Athens, Georgia, or such other destination that DLG provides to Partner.
	3. *Receipt and Review of Materials*. Upon delivery, Partner will provide to the DLG the condition report and inventory. DLG will take temporary custodianship of the Materials and verify the condition report and inventory within five (5) business days, and will make note of any needed corrections to the condition report and/or inventory.
4. **CARE OF MATERIALS**
	1. *General Standard of Care*. While in its custody, the DLG will provide the same level of care for the Materials that it provides for its own collections. The conditions under which the DLG will hold the materials are described in more detail below.
	2. *Security*. The DLG will assume responsibility for the security of the Materials while in its possession. The Materials will be securely housed in the DLG’s imaging lab. The lab is locked when not in use, after working hours Monday through Friday, and on weekends. Only the DLG Director and other DLG staff members directly involved in the Project will be allowed direct access to the Materials.
	3. *Condition Monitoring*. The DLG will prepare a condition report upon receipt of the Materials, and another condition report upon completion of the digitization process. In the event of damage to (or loss of) the Materials, the DLG will promptly notify Partner and take appropriate actions to prevent further damage. The DLG will not apply conservation measures, or alter the Materials in any way, without the express written permission of Partner.
	4. *Environment*. The DLG will assume responsibility for the environment in which the Materials are stored. The Materials will be kept in an environment with temperature 68-72 degrees F and stable relative humidity at all times. The materials will not be exposed to excessive light (especially to UV intensive lighting), or to any biological agents, chemical agents, or particulates that might cause damage. Efforts will be made to limit light exposure during the scanning process to the minimal level required to accomplish the digitization work.
	5. *Handling*. The DLG will assume responsibility for maintaining the Materials in the condition in which they were received from the Partner. All people working with the Materials will use appropriate handling procedures, and anyone handling the Materials will take care not to damage them in any way.
	6. *Insurance.* The Materials will be covered under the University of Georgia’s current Museum Collection and Loans Insurance policy.
5. **RETURN OF MATERIALS**
	1. Upon completion of the digitization work, the Partner will retrieve the Materials at a time and date mutually agreed by both parties. At that time, the DLG will also deliver to Partner copies of the master files, metadata, and derivative files.
6. **EXECUTION OF THE PROJECT**
	1. *Reformatting*. The DLG will reformat the Materials following DLG Digitization Guidelines and return master and derivative files to the Partner via a mutually agreeable electronic transfer method. Derivative files will not be watermarked or banded. Partner will not add watermarks or bands to the derivative files.
	2. *Metadata*. Partner will provide DLG-compliant metadata to the DLG within six (6) months of return of the archival materials and digital files. The metadata provided by Partner must include accurate rights statements. Resulting metadata must be ingested by the DLG for inclusion in its portal and in the DPLA. Any metadata created during the course of this Project must be freely shared as public domain, and Partner shall execute such documents or make such statements as necessary to place the metadata into the public domain.
	3. *Online Delivery of Derivative Files*. The DLG will be responsible for the online delivery of derivative files. Partner gives the DLG a nonexclusive permanent license to make derivative files of the Materials and to use these files, and all data derived from those files, in the GALILEO/DLG database and web site. The DLG and DPLA may also use the digitized files and data without charge for publicity purposes related to the promotion of this collaborative project and for inclusion in freely available educational materials (including online exhibits and primary resource sets) available through either the DLG or DPLA. This license includes text transcripts of the materials. Based on its ownership of the Materials, Partner retains exclusive rights to grant or deny permission to third parties to use or duplicate the images derived from the Materials outside the context of the database.
	4. *Archival Storage of Master Files*. Partner accepts responsibility for archival storage of the master files. The DLG will remove the master files from its storage within three (3) months of the delivery of the master files to Partner. After this period, the DLG has no responsibility for the maintenance or stewardship of the master files.
7. **RIGHTS**
	1. *Representation and Warranty*. Partner represents and warrants that it holds all rights and title necessary for the work to be performed hereunder by Partner and the DLG, and that there are no copyright or privacy restrictions that would otherwise preclude the DLG from carrying out its obligations hereunder, including the digital capture or other use of the Materials.
	2. *Rights Statement*. Partner is responsible for relaying accurate rights status for the works to be digitized using either Creative Commons Licenses or the RightsStatements.org interoperable rights framework. Differing statuses within a collection of materials should be clearly designated and marked at an item or folder-level as appropriate.
8. **MISCELLANEOUS**
	1. *Governing Law*. This MOU shall be governed in accordance with the laws of the State of Georgia.
	2. *Severability*. If any provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, illegality or unenforceability of the remaining provisions shall not in any way be affected or impaired.
	3. *No Payment*. The parties acknowledge and agree that neither party shall be owed any monetary compensation for the services performed under this MOU.
	4. *Force Majeure*. Neither party shall be held responsible if the fulfillment of any terms or provisions of this contract are delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinbefore enumerated or not.
	5. *Effective Date*. This MOU shall become effective as of the date last executed below.

IN RECOGNITION OF THE MUTUAL UNDERSTANDINGS DISCUSSED HEREIN; THE PARTIES HERETO AFFIX THEIR SIGNATURES AS OF THE DATE BELOW.

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P. Toby Graham, University Librarian and Associate Provost Date

Main Library, University of Georgia, Athens, GA 30602-1641

phone (706) 542-3251 fax (706) 542-4144

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Roberto “Rob” Hernandez, City Manager Date

City of Savannah, Georgia

P.O. Box 1027, Savannah, GA 31402