California Revealed

Digitization and Preservation Agreement

Welcome to California Revealed (CA-R)! CA-R is a State Library initiative to help California's public libraries and other local heritage groups, digitize, preserve, and provide online access to archival materials, as well as provide free access and preservation services for existing digital collections. We are delighted that you are a partner in this statewide effort to digitally serve and preserve the history of our Golden State.

As a partner, your responsibilities include: identifying and nominating materials to be digitized and preserved, confirming the materials are not digitally available elsewhere, choosing the highest quality, original or closest-to-original source for digitization, preparing and arranging materials for digitization, delivering materials to CA-R's facilities at the California State Library in Sacramento, and providing metadata essential to facilitate online discovery. Additionally, you are responsible for reviewing and following the Metadata Guidelines and Shipping Guidelines provided by California Revealed. If you decide that you would like to order copies of your files, you will be responsible for the cost of the hard drive, as well as the cost of shipping.

The CA-R team will: coordinate the delivery of your materials, confirm that all materials are accounted for and that they match their provided metadata, ensure that the materials are prepared and arranged for digitization, ship materials to digitization service providers (unless you have nominated digital files), generate uncompressed preservation masters according to accepted archival standards outlined in our Statement(s) of Work, perform quality control of the digital objects, package digital objects for ingest in our digital repository, and provide online access and storage of digital objects for educational and general public interest, in addition to offline long-term digital preservation storage. If shipments include items that were not awarded, or are in poor physical condition, we may return them to you without digitization.

CA-R will handle your materials with the greatest possible care. However, neither the digitization service provider nor CA-R can be held responsible for unavoidable damage or loss of any kind, whether direct or indirect, arising from or related to participation in the program's services, including, but not limited to: age, physical deterioration or damage, theft, improper handling, loss of data, inability to use or access the services, third-party conduct on the services, or any other actions associated with the use of the services.

When your materials arrive at the digitization service provider's facilities, each individual object is visually inspected for biological contamination and/or visible physical damage. Following check-in, experienced technicians perform a complete reinspection of each physical object to decide on the best handling method for the item. The digitization service provider will prepare and digitize materials carefully to avoid or minimize damage, using non-destructive measures.

For print materials, special treatment may include basic cleaning, rehousing, hand placement, and manual page turning. In order to achieve the best possible image, items will need to be capable of being unfolded, handled, and flattened with glass without breaking. For audio and video materials, special treatment may include baking, hand cleaning, reshelling or rehousing; for film materials, this may include hand cleaning, splice repair or rehousing. If additional preparation to stabilize, repair, or apply other irreversible treatments is needed, CA-R will contact you to request permission to proceed, and your organization may be responsible for covering additional handling costs if necessary.

The original material will be captured accurately with no information loss or degradation. No image processing or enhancement will be introduced at any point in the creation of the preservation masters or access copies.

Once all the files are approved, your original materials will be returned to you directly from the digitization service provider to avoid unnecessary handling. Copies of the digital objects will be available upon request. CA-R will provide additional instructions regarding ordering copies of the files once digitization is complete.

Preservation masters will be preserved offline on two sets of LTO data tape, with each set stored in two different geographic locations. Access copies will be uploaded to both the CA-R Repository and the Internet Archive according to CA-R's Conditions of Use. Public access is a requirement of the project. With ongoing support from the California

State Library, digital objects and their metadata will be updated and maintained to provide perpetual access to a permanent online archive of California's history. In accordance with the doctrine of fair use, CA-R may also feature your digital collections in CA-R events, workshops, webinars, social media, and other promotional materials. We will always credit your digital collections to your organization

Please refer to our social media pages for examples of how we may feature your digital collections: Instagram, YouTube, Facebook, and Twitter

As a program partner, you are responsible for correctly identifying and attributing copyright status for the content. If your organization does not hold copyright, follow the CA-R Permissions Guidelines and do your due diligence to seek permission to preserve and make the content publicly available. CA-R may request signed grants of permission to digitize and make the content publicly available.

CA-R does not have intellectual property rights, or any other proprietary rights, over content in the CA-R collections. The CA-R collections are licensed under a Creative Commons' Attribution-NonCommercial 4.0 International (CC BY-NY 4.0) license, which allows them to be available for non-commercial use and are available stream-only. Works in the Public Domain are licensed under a Creative Common's Public Domain Dedication (CC0) license and are downloadable at the Internet Archive.

Objects for which the copyright holder cannot be identified can be digitized with the understanding that a person coming forward with a reasonable claim to the intellectual property will result in taking down the digital objects in question if the owner requests it. Please see CA-R's Take Down Policy for more information. Requests for transmission or reproduction of works protected by copyright, beyond what is allowed by the fair use doctrine, require the permission of the partner and/or copyright holder(s). Partners will not change or delete access files hosted by CA-R at the CA-R Repository or the Internet Archive.

The project makes metadata available for discovery and repurposing under a Creative Commons' Public Domain Dedication (CCO) license. CA-R directly harvests CA-R records from the California Revealed Digital Repository for WorldCat, the Home Movie Registry, and Voices of the Golden State. The California Digital Library (CDL) directly harvests CA-R records from the California Revealed Digital Repository for Calisphere and the Digital Public Library of America. By signing this Agreement, you are consenting to the CDL's Terms of Use.

The partner must include an acknowledgement of California Revealed in all products, publications, and websites developed with California Revealed support. The acknowledgement should include the following credit line and where space permits, CA-R's logo:

"This project [is/was] supported by California Revealed and administered in California by the State Librarian. The program is made possible by funding from the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act."

For any questions or concerns regarding these documents, please email team@californiarevealed.org.

This agreement is effective on the date of the last signature affixed to it below.

If you'd like to receive copies of your files, please check this box:

Signature:

Name:

Pamela Vadakan

Title:

Director

Partner Organization:

California Revealed