

## 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 records to be digitized, ensuring records have not been preserved elsewhere, choosing the highest quality, original or closest-to-original, source for digitization, prepping materials for digitization, delivering materials to the CA-R home at the California State Library in Sacramento, and providing metadata essential to facilitate online discovery.

The CA-R staff will: receive your materials, confirm materials are prepped for digitization, ship materials to digitization service providers (unless you have nominated digital files), create uncompressed masters according to accepted archival standards as stated in our [Statement of Work](#), perform quality control of the digital objects, provide online access for educational and general public interest, package digital objects for ingest in our digital repository, and provide offline preservation storage. Digital files created by the project and their metadata will be maintained for perpetual access, creating a permanent online archive of California's history.

If any submissions are found to include questionable content or are in poor physical condition during our process, we may return them to you without digitization.

Public access is a requirement of the project. The partner should have knowledge of the copyright status of the content, and if your organization does not hold copyright, follow the CA-R [Permissions Guidelines](#) and do 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 the content in the CA-R collection. The CA-R collection is licensed under a Creative Commons' [Attribution 4.0 International license \(CC BY-ND 4.0\)](#), which allows the work to be available for non-commercial use and can be shared and copied if you have permission to make the files downloadable; otherwise files will be streamed by default and not available for download by users. 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 our [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).

The project makes metadata available for discovery and repurposing under a Creative Commons' [Public Domain Dedication \(CC0\)](#). CA-R directly harvests CA-R records from the CA-R digital assets management system, Islandora, for WorldCat and the Home Movie Registry. The California Digital Library (CDL) directly harvests CA-R records from Islandora for Calisphere and DPLA. By signing this Agreement, you are consenting to the CDL's [Terms of Service](#).

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 project 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 collection arrives 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 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 faithfully and 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.

California Revealed will cover the cost of renaming files and trimming that would otherwise cause problems for access and preservation. For instance, if related content is distributed across separate objects, we will cover the cost of renaming the files as part of one object, or if there is more than five minutes of unrelated content at the beginning or end of a recording, we will cover the cost of trimming the files.

If the partner wants enhancements or editing beyond a straight transfer, partners will be asked to cover the cost. Partners will be asked to cover the cost of renaming issues like flipped sides, deleting a part and renaming remaining files, or aesthetic trimming (five minutes or less of unrelated content). If the partner chooses not to cover the costs of making these changes, California Revealed will leave the file as-is and add a note in the Internet Archive record to notify the user of the issue.

After digitization, your original materials will be returned to you directly from the digitization service provider to avoid unnecessary handling. Copies of the digital objects are available upon request.

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

Signed: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Partner Organization

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_

Pamela Vadakan  
Director, California Revealed

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