**Memo of Cooperation between Princeton University Library and** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated June \_\_\_, 2013

Pursuant to NEH Grant PW-51046, awarded to Princeton University Library (PUL) and its Blue Mountain Project to digitize magazines of the European avant-garde from the time period of 1848 to 1923, generally, PUL has asked \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for permission to create digital objects of materials in \_\_\_\_\_\_\_\_\_\_\_\_'s possession and make the digital objects freely available for scholarship and teaching.

The Parties agree as follows

1. In the context of this agreement, “creating digital objects” means: creating digital images of magazines, including covers, editorial pages, advertising pages, and inserts, captured in 24-bit RGB and digitally rendered at varying resolutions to produce a uniform long dimension of 7200 pixels, then stored as uncompressed TIFF files with a large, non-proprietary color profile (Pro Photo RGB). Furthermore PUL will process the objects with the docWorks software package to produce derivative image files in the JPEG2000 format, machine-readable text (via OCR and hand-correction) and a variety of metadata, including item-level descriptions and structural analysis.
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ grants permission to PUL to create the digital objects of the relevant holdings, detailed on Appendix A. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ also represents to PUL that it has made a good-faith determination that the majority of the materials listed on Appendix A for which PUL will create digital objects are likely to be in the public domain. To the extent that \_\_\_\_\_\_\_\_ has actual knowledge that there is an active rights-holder attempting to control use of any of the materials on Appendix A, or knowledge that any of the Appendix A materials are not in the public domain, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall notify PUL.
3. After creation of the digital images, PUL expects and will make reasonable efforts to publicly disseminate the digital objects on the World Wide Web, from the Blue Mountain Project's website, and other Princeton University Library sites without a fee.
4. PUL agrees to credit\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the digital object's metadata, with supplying the source materials for the object.
5. PUL will provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with copies of the digital objects.
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees that PUL’s services are being provided as part of the Princeton University’s charitable and educational mission and that its receipt of digital objects may make it a beneficiary under N.J.S.A. 2A:53A-7.
7. This agreement shall be governed by New Jersey law, without regard to any conflicts of laws provisions.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date first written above.

TRUSTEES OF PRINCETON UNIVERSITY

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Other institutions]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title