SERVICE AGREEMENT

Metropolitan New York Library Council (METRO)

57 East 11th Street, Fourth Floor

New York, New York 10003

Primary Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Background**:

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| Scope of work: summary description of the material that will be sent to the Supplier, the service to be provided, end result, project specific details, and start and target completion date. |

**Specifications**:

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| [The Consumer will provide the Supplier with media. The Supplier will return media content in a variety of formats such as disk images, file directories and contents, etc. The Consumer will retrieve the media contents via a number of possible methods, such as FTP, external media, direct transfer, etc.]  File format (conversion, maintaining significant properties where feasible)  File organization (preservation of original directory/file hierarchies?)  File naming (determined by client)  File delivery (preservation file, mezzanine file, access file)  Delivery method/content transfer (FTP, load files onto hard drive, etc.)  Any special handling  A typical upload directory might include the following components. Please note that file naming conventions will vary by institution.    < uniqueItemID >\_m.mov master file  < uniqueItemID >\_d.mov mezzanine/derivative file  < uniqueItemID >\_s.mov service/access file  < uniqueItemID >.xml for projects where XML is] |

**Metadata**:

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| Metadata - at multiple levels media, image, directory, folder, file, etc.  Technical metadata  Report of contents in XML  DFXML  [digital files and their associated metadata be packaged and linked together so they can be stored together (using BagIt?)] |

**Materials**:

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| Client will possibly provide inventory listing, that may include the following, if known:   * The type and quantity of media involved, e.g. 32 CD-ROMs, 2 9” tapes, 6 8 inch floppy disks, etc. * Identifying features of the media that could uniquely identify individual media, e.g. 8 inch floppy disk with ‘My documents’ written on it. * Technical aspects of the media * Original operating system used - version number/update level * Model of hardware used to create data * Software used to create the data (inc. versions and modifications) * Format of files * A statement as to whether the Client has ‘read’ the media or not. * Overview of the content and what data is expected to be found on the media, or statement that content is unknown. * Names of specific files/other content * Estimated size of data in raw or otherwise form * Condition of original media, any known problems with the media, or data |

**Security Policies and Procedures**:

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| \*Identify which party is responsible for transport at each stage of the process and whether actual transfer will be made by a third party, e.g. courier. Stipulate preferred shipping carrier.  [When materials are shipped or delivered to METRO, a packing list is required. A statement of value may be required.]  \*Material handling experience for operators  \*How physical media will be stored securely and handled during course of processing.  [How any intermediate formats used in data recovery (e.g. migration formats) should be securely deleted, describe the means, and what software is used and to what strength.]--TBD  \*How materials are tracked once at METRO  [e.g., An inventory of materials in-house is maintained in a custom-designed Access database. The database tracks the name of the technician and the time and date that each item is signed in and out of the material storage area.]--TBD  \*Description of METRO facility: locks, alarms, how building/office is accessed, etc.  [e.g., The building is equipped with smoke detectors and all air return ducts have rate-of-rise heat detectors. The security, fire/smoke detection and access/exit systems are monitored remotely, 24 hours per day, seven days per week, etc.] |

**Quality Assurance**:

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| \*Define a ‘successful’ service and include success criteria  [It is our preference to provide a sample prior to moving forward with the full production.]  [All specifications pertaining to the project will be entered into the production database that technicians refer to and record actions in throughout the project.]  [The QA process is supported with project specific spreadsheets. The technician will note and complete any needed corrections. Once rework is complete, the files that failed initial QA will undergo another full check and will then be integrated with the file set. The QA technician performs a check on all CD-R, DVD-R and hard drive deliverables to ensure the integrity of the media.]  [The source media will remain with the vendor until the files have been received, inspected, and accepted by the requesting institution.]--TBD |

**Contact and Communication**:

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| Name  Title  Phone and/or email address  [For all incoming projects, upon arrival at METRO, each shipment will be carefully unpacked and the inventory will be verified against the packing list. An email will be sent to indicate (a) that the shipment has arrived safely and intact, and (b) the shipment contents match the shipping manifest, or (c) the shipment contents do not match the shipping manifest, explaining any discrepancies between the contents of the cartons and the manifest. Shipping discrepancy reports will identify the item(s) in question as completely as possible.  An email will be sent in the event that (a) the media turns out to be blank, (b) the media contents are unreadable or unrecoverable, or (c) there is any unforeseen issue with the content. Discrepancy reports will identify the item(s) in question as completely as possible.] |

**Copyright and Sensitive Information**:

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| [Address personal data, PII, and confidentiality parameters.]  [All responsibility for copyright belongs to the client. All products under the terms of this agreement are the property of the client and no copies will be made without written permission from the client.]  [Disk image, files, or directory of files can be scanned to find sensitive information (PII: Personally Identifiable Information)]  [Liability statement: There should be an acknowledgement that in dealing with material like this, risk of failure is high, and that the Supplier should not be penalized for unavoidable loss of data, encountering corrupted media, content that cannot be retrieved or migrated, etc.]--TBD |

SERVICE AND PRICING AGREEMENT

\**Prices quoted are valid for 120 days or until approved by signature (whichever comes first). Upon contract signing, pricing is valid for the duration of the project.*

Date:

Quote ID:

Institution Name:

Institution Address:

Contact Name:

Contact Job Title:

Contact Phone and/or Email:

Additional Contact Names and Titles:

**Summary of Project Description and Specifications**:

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**Service Description, Unit Price, Units, Extended Price**:

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| Costs may include:    Project set-up  Digital transfer  Metadata creation or extraction of basic technical metadata (such as timestamps) from file systems  Creation of additional files (mezzanine and/or access)  Delivery media (External hard drives, FTP, etc.)  Staff time  Shipping/Handling  Insurance  Additional Services/Special Handling  e.g.,  Sample prices in other agreements have looked like the below. METRO will be testing labor-hours vs. services provided to determine an “at-cost” model.  (Without format normalization, 2-week turnaround): 15 floppies \* ($40 / floppy) = $600    (With format normalization, 2-week turnaround): 15 floppies \* ($50 / floppy) = $750    (With format normalization, 3-5 day turnaround): 15 floppies \* ($60 / floppy = $900 |

**Pricing Conditions and other Provisions**:

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| 1. All prices are in US dollars.  2. Unit prices are firm. The final invoice will reflect the actual number of items processed.  3. Unless stated otherwise, pricing is valid 90 days.  4. If in the course of migration, METRO determines that the sample (or other information given by the client) does not accurately reflect the actual composition of the collection, the project will be re‐negotiated.  5. Project will be placed on hold and the client will be contacted immediately if agreed upon specifications cannot be met, material is in danger of getting damaged in the chosen approach, the media turns out to be blank, the media contents are unreadable or unrecoverable, or if there is any unforeseen issue with the content.  6. When materials are shipped or delivered to METRO, we will require a packing list and a statement of the items' values for insurance purposes.  7. All responsibility for copyright belongs to the client. All products created under the terms of this proposal are the property of the client and no copies will be made without the written permission from the client.  8. [METRO may retain the files for 60 days from delivery and then permanently delete them--this may develop into a secondary service].--TBD We request an e‐mail notification of receipt of images and acceptance of images, but if we do not hear from you will assume acceptance after 60 days. |

**The parties below agree to the above service and pricing agreement.**

For [client]: For Metropolitan New York Library Council (METRO):

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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