

**Louisiana Digital Consortium
Executive Board Meeting
May 29, 2015**

The Board met at 1:00 p.m. at the State Library of Louisiana. Board members in attendance were: Pat Vince, Lance Query, Diane Brown, Stanley Wilder, Debbie Johnson-Houston and Carol Bartels. Debbie Sibley attended via conference call.

Memorandum of Understanding (MOU)

The Board reviewed another MOU provided by Stanley (attached). Several changes were suggested, including:

- Make the LDC more prominent.
- Make sure it is clear that the members are expected to follow guidelines and that the LDC can decide what is input into the LDL.
- Add a note that content may be added via direct deposit or harvesting.
- Don't mention specific software, only standards or protocols.
- Indicate that, although there are no fees from LSU except for storage, the LDC may assess fees in the future.
- Use the term "content provider" rather than "contributing institution."

All new collections coming into the LDL must be for public use. Institutions cannot restrict use of the collections to only specific audiences. Since some institutions already have restricted collections, these will be grandfathered in and can remain restricted.

The MOU draft with edits was approved. Diane will compile the revisions and submit the revised document to the Board for further review.

LDC Bylaws in relation to the MOU

Discussion was held about the process of approving the MOU. The following process was decided:

- Board Approves MOU.
- LSU sends the MOU to the members to sign. An individual institution can work directly with LSU if verbiage needs changing.
- Member institutions sign and return MOU to LSU.

Decision was made to not address Bylaws changes until the next Board begins in July.

CONTENTdm License Renewal

OCLC will not allow a month-to-month extension of the license. The Board discussed asking for quarterly or semi-annual renewal.

Pat indicated it could take 6 months to migrate all the data and we cannot be down that long.

The Board approved using funds from the existing account to pay for another one-year renewal.

Invoicing Members in August

The Board approved not invoicing members again in August since anticipated expenditures will be much less than predicted at the Fall 2015 membership meeting.

Stanley re-affirmed that there will be no migration charges to the members.

Web Interface for LDL

The Board discussed whether to try to update/revise the web interface now or wait until after the migration, i.e. two new interfaces or just one. Decision was made to begin the process of deciding what we want in a new interface now, but to wait until the new system is ready and only create one new interface.

Stanley will go back to his IT staff and discuss further. He will write up processes for designing an interface, for selecting a consultant and a migration plan. This will be brought to the Board for approval.

Pat indicated the platform will need to be Drupal since that is what Islandora uses.

Other

Debbie J-H questioned the effective date of the MOU. It will become effective when both parties sign it.

The question about whether Northwestern might want to come back to the LDC now that the ongoing costs are lower was discussed. The decision was that Pat would call Abbie Landry, Director of Libraries, and offer them two options:

- Pay the full amount everyone else paid in January 2015 and return to the LDC.
- Stay out for 2 years and then come back in as a new member.

The meeting was adjourned at 2:45 p.m.

DRAFT

Agreement for the Louisiana Digital Library

1. **Parties.** This Agreement is between Louisiana State University and Institutions with content available within or harvested by the Louisiana Digital Library. Eligible Contributors include Louisiana libraries, archives, museums, and other cultural heritage institutions.
2. **Purpose.** This Agreement is entered into for the purpose of maintaining and expanding the contents of the Louisiana Digital Library, an online library containing photographs, maps, manuscript materials, books, oral histories, and other documents and records of our society's history and culture.
3. **Effective Date.** This Agreement shall take effect when Louisiana State University and the Contributing Institution have each signed.
4. **Management.** Louisiana State University Libraries will operate and make available to the public the Louisiana Digital Library, which includes:
 - a. Selection, management, staffing, and funding the LSU-based digital asset management system available to Contributing Institutions adding content directly to the Louisiana Digital Library.
 - b. Establishing a Solr-based discovery layer to accommodate institutions using other OAI-PMH-compliant systems, but that wish to have their content available for searching in the Louisiana Digital Library.
 - c. Providing digital storage for access (derivative) files, software training, and technical support to enable Contributing Institutions to add items to the Louisiana Digital Library.
 - d. Establishing a Drupal site for the Contributing Institution to customize.
 - e. Providing quarterly reports about collection usage and statistics.
5. **Fees.** Louisiana State University will not assess fees for the Contributing Institution's participation in the Louisiana Digital Library. A storage fee may be assessed based on the LSU ITS fee structure if the Contributing Institution's total file size amount exceeds 500GB. Through a separate agreement Contributing Institutions may contract with Louisiana State University Libraries for additional fee-based services such as Drupal site development, digitization, and metadata support.
6. **Ownership of Materials.** The Contributing Institution is solely responsible for, and retains any ownership interest it may have in, the material it uploads to the Louisiana Digital Library. Louisiana State University will not exercise any oversight or discretion over the materials beyond a minimum level of quality control necessary to ensure the material is properly formatted and compatible with the computer system and software.

7. **License.** The Contributing Institution grants Louisiana State University a non-exclusive, irrevocable, and perpetual license to store, display, and make available to the public the Contributing Institution's Materials.
8. **Warranty and Indemnification.** The Contributing Institution warrants to Louisiana State University that it has the right to upload its Materials and to grant the license set forth in section 7 above. The Contributing Institution will indemnify, defend, and hold harmless (including reasonable attorney's fees) Louisiana State University and other Contributing Institutions against any claim or damages arising from or out of the Contributing Institution's Materials and/or the publication of the Contributing Institution's Materials on the Louisiana Digital Library. For example, by way of illustration only, if a claim were to be brought alleging that material uploaded by a Contributing Institution and made available on the Louisiana Digital Library infringed a copyright belonging to a third party, the Institution who uploaded the allegedly infringing material would be responsible for indemnifying, defending, and holding harmless Louisiana State University and any other Contributing Institution against whom the claim was brought.
9. **Termination.** Any Contributing Institution may withdraw from participating in this Agreement at any time by sending written notice to Louisiana State University Libraries. The provisions of sections 6 and 8 shall survive termination of Membership. There will be no refund of any storage fees previously paid upon termination.
10. **Independent Contractors.** The Contributing Institution and Louisiana State University Libraries are independent contractors with respect to each other, and neither will be responsible or liable for the acts or omissions of any of the others.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Louisiana without regard to its choice of law provisions. Venue for any action arising out of this Agreement shall be brought solely in a court of competent jurisdiction located in East Baton Rouge Parish, Louisiana.

COORDINATING INSTITUTION

Board of Supervisors of
Louisiana State University and
Agricultural and Mechanical College

Recommended by: _____

Stanley Wilder, Dean

LSU Libraries

Approved:

By: _____

Daniel T. Layzell, Vice President for

Finance & Administration/CFO