

**Memorandum of Understanding  
between  
The Digital Preservation Coalition  
and  
The British Library Board**

**Preamble**

(1) The Digital Preservation Coalition Board of Innovation Centre, York Science Park, Heslington, York YO10 5DG, United Kingdom (Registration number 4492292) (“DPC”) and the British Library Board of 96 Euston Road, London NW1 2DB, United Kingdom (“BL”), acting through the British Library Preservation Advisory Centre (“Preservation Advisory Centre”), recognise their complementary roles and common interests in ensuring long term access to digital resources and collections. This Memorandum of Understanding has been drawn up in order to provide a cohesive and independent focus for their specific and joint activities. Both Parties recognise that collections management encompasses both digital and analogue material and that frameworks for collection care must include and combine these materials.

(2) The DPC is a not-for profit membership organisation whose primary objective is to raise awareness of the importance of the preservation of digital material and the attendant strategic, cultural and technological issues. It acts as an enabling and agenda-setting body within the digital preservation world. Its vision is to make our digital memory accessible tomorrow.

(3) The BL is the national library of the UK, established in 1972 by Act of Parliament, under the control and management of the British Library Board. The Preservation Advisory Centre supports the preservation of library and archive collections of all types through the provision of preservation management tools, training and information services.

**Scope of intention for future collaboration**

(4) This formal Memorandum of Understanding (“MoU”) provides the overall framework for cooperation to be taken forward, by identifying areas of future collaboration and by setting out the process by which any specific proposals agreed upon by both sides will be managed and executed. Both organisations agree to work together to ensure the preservation and long term access to digital materials and their analogue counterparts. In so doing the DPC and Preservation Advisory Centre will forge a close partnership to avoid duplication of effort in addressing issues of concern to both organisations for the benefit of the communities they serve.

**Areas identified for future collaboration**

- (5) As a result of initial discussion, seven areas have been identified for future collaboration:
- a) the **DPC** will lead, in collaboration with the Preservation Advisory Centre, on the development, co-ordination, and supporting actions for digital preservation strategies in the UK and related activities within an international context
  - b) the **Preservation Advisory Centre** will lead and advise, in collaboration with the DPC, specifically on issues relating to the preservation and handling of original materials within proposed digitisation initiatives and projects

- c) the **DPC** will be represented by a person appointed by the DPC to the Advisory Group of the Preservation Advisory Centre
- d) the **Preservation Advisory Centre** will have observer status at meetings of any appropriate **DPC** committee and will have co-opted representation on any **DPC** task forces looking into areas of shared and relevant interest
- e) the **Preservation Advisory Centre** and the **DPC** will collaborate in the promotion of education, training and skills development for the care of collections and content
- f) the **Preservation Advisory Centre** and the **DPC** will collaborate on the dissemination of standards and best practice for the care of collections and content
- g) the **DPC** and the **Preservation Advisory Centre** will work in partnership on events and publications in areas of mutual interest
- h) both organisations will give each other appropriate acknowledgement in collaborative activities and appropriate referrals to each other for their respective roles and activities.

#### **Specific projects are subject to separate Agreement**

(6) Any specific proposal for collaboration emanating jointly or severally from the staff of DPC and the BL under the areas listed in Paragraph 5 of this MoU will be subject to a separate, detailed express written agreement setting out the project's aims, timetable, budget, source of funding, deliverables, project management arrangements, intellectual property rights, publication and other relevant matters, before it may be implemented.

#### **Variation**

(7) This MoU may be expanded or contracted by mutual agreement at any time during its period of validity. Further general areas for potential collaborative activity may be added to paragraph 5 by mutual agreement. Not all areas listed in paragraph 5 will necessarily be active at any one time.

#### **Implementation and designated representatives**

(8) Implementation of this MoU will be overseen by a senior manager in each institution: by William Kilbride, Executive Director in the case of DPC and by Caroline Peach, Head of Preservation Advisory Centre in the case of the BL. Decisions to implement any specific proposal, as provided for in Paragraph 6, or to expand or contract the scope of potential collaboration, as provided for in Paragraph 5, shall be jointly taken by them, upon advisement from colleagues in their respective institution. These lead individuals will also report to their own institutions in writing annually on the progress of this MoU.

#### **Duration and termination**

(9) This MoU will be renewed automatically on an annual basis unless revised by mutual agreement or terminated by three months written notice on either side. Nothing in this MoU, or the fact of its termination or expiry, shall prejudice or affect any other MoU or other Agreement between the Parties.

#### **Effect**

(10) This Agreement is not intended to and shall not give rise to any legal rights or obligations on either side.

Signed this nineteenth day of January 2010 by:

**William Kilbride**

*William Kilbride, Executive Director*

On behalf of the Digital Preservation Coalition

and by,

**Helen Shenton**

*Helen Shenton, Head of Collections Care*

On behalf of the British Library Board