

Fish and Wildlife
LETTER OF AGREEMENT
Between
FISH AND WILDLIFE SERVICE
And
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

THIS LETTER OF AGREEMENT entered into this 13th day of August 2013, is by and between the Fish and Wildlife Service ("FWS"), a bureau with the Department of the Interior, and the National Archives and Records Administration ("NARA"), an independent agency in the executive branch of the United States Government, with FWS and NARA being referred to as a "party" or collectively as the "parties."

NARA maintains and makes available to the public certain historical records and other documentary materials of the U. S. Government in printed, microfilm, microfiche and other formats (the "Archival Materials") at its locations throughout the United States (the "NARA Locations").

The Fish and Wildlife Service is a bureau within the Department of Interior that works with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.

FWS and NARA agree to cooperate in the digitization of certain materials, specifically full sets of FWS records that are permanent, accessioned records in the physical and legal custody of NARA.

FWS and NARA agree that each party shall bear its own costs.

FWS and NARA agree that upon the digitization of the Materials, FWS shall deliver to NARA a copy of the Digitized Materials including all metadata, with the intended purpose of making the materials available to the public via NARA's public website as soon thereafter as practicable.

On line or print publications based on this project will credit the *collaborative effort* by using appropriate logos, citations, and acknowledgments as customary in respective fields.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. DEFINITIONS

Archival Materials - the permanently valuable holdings of the National Archives of the United States.

Digitized Materials - Digital reproductions of selections of the Archival Materials with associated metadata as will be specifically described in each Project Plan.

Project Plan - a document completed by FWS and NARA that lists the Archival Materials that NARA and FWS have agreed to digitize and provides the details about metadata, equipment, format, digitization standards, personnel and other required information for each selection of Archival Materials. NARA provides the template for Project Plans.

II. ACCESS TO ARCHIVAL MATERIALS

NARA agrees to provide FWS with full access to available subsets of Archival Materials to enable FWS to create digital images of them. The parties will cooperate to determine which of the Archival Materials should be designated for digitization and to develop a strategy for a continuous flow of content for digitization. All projects must be mutually agreed to by both parties. As a result of this cooperative consultation, selections of the Archival Material will be identified to be digitized. The nature, location, and details about the digitization process for each selection of Archival Materials will be listed in a Project Plan.

III. DIGITIZATION SPECIFICATIONS

A) FWS will produce the Digital Materials with a minimum 400 ppi, preferred 600 ppi, 24-bit color, JPEG images of the records, at original document size, or at such other specifications as the parties may agree in writing in a Project Plan.

B) NARA and FWS will ensure that sufficient technical and functional metadata is created to meet mutually agreed upon standards. This metadata will enable retrieval of the material at the level of archival control as determined by NARA (e.g., item or file unit level). The nature of this metadata will be agreed upon in the Project Plan.

C) All use of the Archival Materials must take place at the NARA location set forth in the applicable Project Plan. All details of the on-site scanning or other method of digitization, including but not limited to hours during which FWS may have access to the Archival Materials, will be agreed to between the parties in each Project Plan. To ensure public access to these records, NARA reserves the right to interrupt the project for short periods of time to make copies and otherwise provide reference service to the public.

IV. ARCHIVAL HANDLING

FWS will at all times comply with applicable NARA requirements for the handling of the Archival Materials, and NARA will provide training in the proper handling of the Archival Materials. Any digitization equipment to be installed by FWS must be approved by NARA prior to its installation. NARA and FWS will designate points of contact.

V. DELIVERY OF DIGITIZED MATERIALS TO NARA

Upon completion of the work specified in a Project Plan, or as otherwise agreed to by the parties in writing, FWS will deliver one copy of the Digitized Materials to NARA, including all the technical and functional metadata, on a portable hard drive or similar device. NARA will immediately have full and unrestricted rights to use the Digitized Materials, including but not limited to making it available on the NARA website to the public.

VI. COST

Cost for any access or services provided under this Agreement will be borne by each party independently.

VII. PUBLIC DOMAIN

A) NARA represents and warrants that to the best of its knowledge: (i) the Archival Materials are in the public domain; (ii) there are no underlying copyright issues related to the dissemination and use of the Archival Materials; (iii) the Archival Materials provided to FWS for digitization have been identified by NARA as having no privacy concerns.

B) NARA and FWS agree that the Digitized Materials are in the public domain, and that both parties, and the public, may use the Digitized Materials accordingly.

VIII. LOGOS AND CITATIONS.

The parties agree that prior to the use of logos, citations, or other acknowledgement in online or print publications to credit the parties' collaborative effort, the parties will agree in writing on the specific credit to be used.

IX. CONTACTS

The principal contacts under this Agreement are:

[name] *Jana Newman*
Fish and Wildlife Service
Phone: *970-266-2922*
Email: *jana_newman@fws.gov*

Rebecca Warlow, NARA Digitization Partnership Coordinator
Office of Innovation,
Phone: 301-837-1734
Email: Rebecca.warlow@nara.gov

Mary Rephlo, Digitization Coordinator for Research Services
Research Services
Phone: 202-357-5259
Email mary.rephlo@nara.gov

X. PERIOD OF PERFORMANCE AND TERMINATION

This agreement will become effective when signed by all parties, and in effect for a period of two years. Either party may terminate this agreement by providing 30 days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred.

XI. ENTIRE AGREEMENT, MODIFICATION

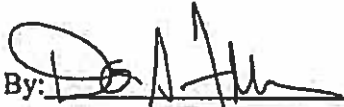
This Agreement is the entire agreement of the parties regarding the subject matter set forth herein, provided that nothing in this Agreement will limit any other rights of FWS to access the Archival Materials. The parties agree that any modifications to this Agreement will be made only in writing duly executed by the parties hereto.

XII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

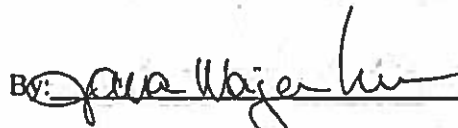
**NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION**

By:  _____

Name: David S. Ferriero
Title: Archivist of the United States

Date: 13 August 2013

FISH AND WILDLIFE SERVICE

By:  _____

Name: Jana Newman
Title: National Inventory and Monitoring
Manager, Fish and Wildlife Service

Date: 19 August 2013