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To Join the NDSA go to: <http://www.digitalpreservation.gov/ndsa/join.php>

## Principles of Collaboration

### Mission Statement

The mission of the National Digital Stewardship Alliance is to establish, maintain, and advance the capacity to preserve our nation's digital resources for the benefit of present and future generations.

### Action Statement

Members of the National Digital Stewardship Alliance, an initiative of the National Digital Information Infrastructure and Preservation Program, collaborate to preserve access to our national digital heritage by:

- broadening access to our nation's expanding digital resources
- developing and coordinating sustainable infrastructures for the preservation of digital content
- advocating standards for the stewardship of digital objects
- building a community of practice around the management of distributed digital collections
- promoting innovation
- facilitating cooperation between government agencies, educational institutions, non-profit organizations, and commercial entities
- fostering the participation of diverse communities and relationships across boundaries
- raising public awareness of the enduring value of digital resources and the need for active stewardship of these national resources

## Values Statement

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The National Digital Stewardship Alliance and all member organizations are bound as a community by the following values.

### ***Stewardship***

Members of the NDSA are committed to managing digital content for current and long-term use. The members of the NDSA are actively ensuring sustained access to the digital content that constitutes our national legacy and empowers us as leaders in the global knowledge economy. Individually, these organizations support the management of digital resources; as an Alliance, we commit to protecting our nation's cultural, scientific, scholarly, and business heritage.

### ***Collaboration***

Collaborative work is the centering value of the Alliance; it is a value shared by all members and a priority in work with all organizations and associations. Approaching digital stewardship collaboratively allows the NDSA to coordinate effort, avoid duplicate work, build a community of practice, develop new preservation strategies, flexibly respond to a changing economic landscape, and build relationships to increase capacity to manage content beyond institutional boundaries.

### ***Inclusiveness***

The NDSA is a collaborative effort to preserve a distributed national digital collection for the benefit of current and future generations. We value the range of experience, the potential for innovation, and the fault-tolerance that heterogeneity brings. We believe the preservation of digital information is a pervasive challenge and that engaging across different communities strengthens the nation's digital preservation practices and increases the likelihood of preserving content now and into the future.

### ***Exchange***

Members of the Alliance encourage the open exchange of ideas, services, and software. This leverages the commitments of each member to increase the capacity of the entire stewardship network. Participation and engagement result in innovations and benefits that can be shared by all. The Alliance is committed to transparency and all products generated or produced by the Alliance will be circulated under open licenses.

## **Membership**

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As an initiative of the Library of Congress National Digital Information Infrastructure and Preservation Program (NDIIPP), the Alliance is open to United States government agencies, educational institutions, non-profit organizations and businesses with commitments and activities in the areas of collecting, preserving, or ensuring long-term access to digital content. International organizations are also welcome to join as affiliate members.

### ***Term of Membership***

The term of membership is for three years. The term will automatically renew at the end of that period, unless modified by written agreement of the parties. The parties agree to review the Agreement prior to the automatic renewal, and to provide written advance notice if they do not want to renew the agreement.

### ***Recommendations for Membership***

- Membership will be at the institutional level, but participation on Working Groups is open to one or more individual participants at the institution.
- Applications are welcome from consortia, provided that there is a clear representative identified to participate from each consortium.
- Applications are welcome from commercial companies and IT vendors, provided that these members agree to the values of the NDSA and understand that the NDSA requires all members to follow rules of neutrality.
- International Organizations will have Affiliate status rather than full membership. (See below for different rights and privileges)
- Membership should be open and the process by which new members can join is through:
  - Application process via online form (see current form: <http://www.digitalpreservation.gov/ndsajoin.php>)
  - Review and processing by Secretariat
  - Membership is contingent upon fulfilling the eligibility requirements

### ***Eligibility***

- Members will have demonstrated a commitment to digital preservation.
- Members will share the stated values of the Alliance.
- Members will agree to maintain vendor neutrality.
- Members will agree to participate in one or more working groups.

## *Rights and Privileges*

### **Full Members**

- Members will have one vote on organizational and governance matters affecting the Alliance, e.g., voting for coordinating committee nominees, regardless of how many participants they contribute to the NDSA.
- Individual participants will have effective decision-making power at the Working Group level, e.g., deciding on work plans and work products.
- Members may send representatives to participate in NDSA annual meetings.

### **Affiliate Members**

- Member organizations may send representatives to participate in the annual meetings of the NDSA but do not have voting rights.
- Members may participate in the work of the Working Groups at the Action Team level.

## **Principles** ---

### **Scope**

The name of this organization is the National Digital Stewardship Alliance (NDSA), also referred to as the Alliance. The mission of the NDSA is to establish, maintain, and promote the capacity to preserve our nation's digital resources for the benefit of present and future generations.

The Library of Congress (LOC), as an outgrowth of the December 2000 congressional charge that established the National Digital Information Infrastructure and Preservation Program (NDIIPP), shall support the Alliance by serving as the Secretariat.

Established on July 15, 2010, the Alliance is an organization of government agencies, educational institutions, non-profit organizations, and businesses committed to serving as digital stewards of America's national digital collection and employing standards, systems, and cooperative relationships that advance digital stewardship.

### ***Coordinating Committee***

The Coordinating Committee is dedicated to the advancement of Alliance activities and furthering communication within the Alliance.

The Coordinating Committee works with the Working Groups to articulate a long-term, strategic vision for the Alliance. The Committee assists the Alliance Members in evaluating the effectiveness of the Working Groups and eliminating unnecessary duplication of effort between the Working Groups. Participants in the Coordinating Committee will act as liaison with one or more of the Working Groups. The Coordinating Committee will recommend for the creation of new Working Groups or to disband Working Groups that are no longer actively serving the needs of the Alliance.

The Coordinating Committee is responsible for updating eligibility standards for membership in the Alliance as necessary.

Coordinating Committee members may be nominated by Participants in the Alliance or may self nominate. Coordinating Committee members are elected by a simple majority of all votes cast over an open voting period, typically two weeks.

The number of Coordinating Committee members shall be no more than nine (9).

Coordinating Committee members shall serve in staggered appointments of one, two or three years through December 31, 2013, or their resignation. Any member may resign at any time by notification in writing to the Alliance through the office of the Secretariat. Vacancies on the Coordinating Committee shall be filled by special election.

### ***Officers***

The Coordinating Committee shall designate the facilitator for the next year at the last session of the year. There will be no officers.

### ***Secretariat***

The Secretariat shall (a) act as secretary of all meetings of the Alliance and of such other committees and working groups as the Alliance shall specify, (b) keep the minutes thereof, and (c) coordinate the planning of annual meetings and other events (with a program committee). All minutes, reports, and other documents of the Alliance will be filed and maintained at the Library of Congress.

The role of Secretariat is fulfilled by staff of the Library of Congress, Office of Strategic Initiatives, National Digital Information and Infrastructure Preservation Program (NDIIPP).

### ***Committees and Working Groups***

Alliance Members designate Participants to serve on committees and Working Groups. Each committee shall have, and may exercise, such powers as authorized by the Alliance.

Committee and Working Group participants shall serve for a term ending on December 31, 2013, or their resignation. Any participant may resign from a Working Group at any time by notification in writing to the Co-chair of a particular Working Group. Any participant may choose to continue to serve on a Working Group for the next term of membership.

Working Group member co-chairs volunteer for the position. If more than one individual volunteers, the working group participants will vote to select the co-chair.

Working Groups will make transparent their draft work plans and circulate their work products to all Alliance members.

### ***Meetings***

All meetings of the Alliance, and any committee or working group, may be held in person, or by means of telephone or video conference. The Secretariat will coordinate the planning of the Annual meeting of the Alliance.

Regular meetings of the Alliance committees and working groups may be held at such time and place as shall be determined by consensus of committee and working group members, in coordination with the Secretariat.

### ***Voting***

The Alliance will vote to elect members of the Coordinating Committee, ratify and alter the principles of collaboration, or upon any other issue deemed necessary by the Membership. Members will be given a two-week period to vote electronically. A simple majority of the voting Member representatives shall constitute a quorum for the transaction of business. Votes shall be cast by the designated Program Representative of



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any Member organization. In the event of a tie vote, the Secretariat will cast the deciding vote.

### ***Amendments***

These bylaws may be amended by a simple majority vote provided all members have been offered a reasonable opportunity to vote.



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To join the NDSA go to: <http://www.digitalpreservation.gov/ndsa/join.php>

### **Sample National Digital Stewardship Alliance Member Agreement**

This Agreement is between the Library of Congress, a United States Government agency having its principal offices at 101 Independence Avenue, S.E., Washington, D.C. 20540 ("LC") and the following entity of institution ("Member"):

Whereas digital content is ephemeral and requires active management to ensure its ongoing usefulness; and the volume and complexity of content has increased beyond the scope of any one institution to preserve and provide access to a universal collection of digital content; therefore, building, sustaining, preserving and providing access to a universal collection requires a new paradigm of cooperation among stewardship organizations;

Whereas LC has initiated and is developing the National Digital Stewardship Alliance ("NDSA") as an outgrowth of the National Digital Information Infrastructure and Preservation Program ("NDIIPP") efforts;

Whereas the objectives of the NDSA are to identify and recruit institutions with shared commitment to digital preservation and access, along with complementary content, technical, business, and legal expertise to join the Alliance;

Whereas the Library and Members obligate themselves to fulfilling specified roles and responsibilities within the NDSA; and thus serve the public good by ensuring long-term preservation of and access to high-value digital content; and continuing fulfillment of our stewardship obligations;

With this Agreement, Member hereby agrees to become and fulfill the obligations of a member of the NDSA. The term of this Agreement will commence on the date of the last signature below, and will continue until December 31, 2013, unless modified by written agreement of the parties. Party representatives are designated on Attachment A. Institutional contribution to the NDSA is governed by the terms and conditions are provided in Attachment B. Attachments A and B are incorporated herein.

In witness whereof, the parties have executed this Agreement.

For the Library of Congress

For the Member

\_\_\_\_\_  
Laura Campbell  
Associate Librarian of Congress

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**NDSA Member Agreement  
Attachment A – Representatives**

**Communication Representatives**

**For LC:**

William LeFurgy  
Digital Initiatives Project Manager  
Library of Congress  
101 Independence Avenue, S.E., (LM637)  
Washington, D.C. 20540-1300  
Phone: 202-707-8618  
Fax: 202-707-0815  
E-Mail: wlef@loc.gov

**For Member:**

Name  
Title  
Address  
Address  
Phone: E-  
Mail:

**Program Representatives**

**For LC:**

Martha Anderson  
Director, NDIIPP  
Library of Congress  
101 Independence Avenue, S.E., (LM637)  
Washington, D.C. 20540-1300  
Phone: 202-707-2598  
Fax: 202-252-3173  
E-Mail: mande@loc.gov

**For Member:**

Name  
Title  
Address  
Address  
Phone:  
E-Mail:



**NDSA Member Agreement Attachment B –Terms and Conditions**

**I. Preservation:** The Library of Congress and Members of the NDSA are committed to serving as digital stewards of America's national digital collection and employing standards, systems, and cooperative relationships that advance digital stewardship.

**II. Membership:** Members are organizations that commit to making a sustained contribution to one or more stewardship roles, such as: 1) Content: Contributing significant materials to the national digital collection to be preserved and made available to current and future generations; 2) Standards and Practices: Developing, following and promoting effective methods for selecting, organizing, preserving, and serving digital content; 3) Infrastructure: Developing and maintaining tools for curation and preservation, and providing storage, hosting, migration, or similar services for the long term preservation of digital content; 4) Innovation: Encouraging and conducting research in digital preservation science and technologies; and 5) Outreach and Education: Building relationships with stakeholder communities and preparing and sharing digital preservation information resources. Members commit to participate in at least one working group established by the NDSA pursuant to these roles.

**III. Collaboration:** Members commit to pursuing and participating in collaborative stewardship endeavors for at-risk digital content.

**IV. Secretariat:** The Library of Congress will serve as the executive secretariat of the NDSA and will maintain a clearinghouse for tools, content, services, practices and procedures, standards, training resources, and other information resources related to digital preservation. LC will also convene stakeholders to develop a shared understanding of digital stewardship responsibilities, possibilities and challenges; coordinate educational and information-sharing initiatives; report periodically on digital preservation; and sponsor work that advances the practice, science, and technology of digital stewardship, to the extent that funding is available.

**V. Publicity.** Each party must obtain the prior written approval of the other party for the use and presentation of the other party's name, logo, trademarks, and trade names for publicity and promotion regarding the activities contemplated by this Agreement. Each party must obtain the prior written approval of the NDSA to use the NDSA name, logo, trademarks, and trade names for publicity and promotion. This applies to all uses in all media. Once approved, similar uses in the same context and format will not require additional approval. For these purposes, the parties will be represented designated by the publicity representatives in Attachment A.

**VII. Program and Communication Representatives.** For purposes of interaction, guidance, direction, and coordination on programmatic or communication matters, the parties will be represented by the parties designated in Attachment A.



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**VIII. Substitution of Representatives.** The parties will advise each other in writing of any substitution of representatives and of any change in the contact information for a representative.

**IX. General Provisions.** Nothing contained in this Agreement will create any partnership or joint venture or agency relationship between the parties. Neither party may make binding commitments on the part of the other, except as otherwise specifically agreed herein. Nothing in this Agreement will be construed to require either party to obligate or expend funds for performance under this Agreement in excess of amounts available to the party or before funds become available to the party. Each party will exercise reasonable care in its treatment of the property of the other party. Nothing in this Agreement, express or implied, constitutes an express or implied waiver of the privileges and immunities of the parties. This Agreement may be modified or amended only by written document executed by both parties. No waiver by either party of any term or provision of this Agreement or any default hereunder will affect either party's respective rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. If any part of this Agreement is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the Agreement will continue in full force and effect and will be deemed modified to the minimum extent necessary to make it enforceable. This Agreement may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures. This document is in English and has no counterpart in another language.

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