

# **Data-PASS: Data Preservation Alliance for the Social Sciences**

## **Memorandum of Understanding**

### **1. Mission**

The Data Preservation Alliance for the Social Sciences (Data-PASS) is a voluntary partnership of organizations created to archive, catalog and preserve data used for social science research. The partnership grew out of the National Digital Information Infrastructure and Preservation Program (NDIIPP) established in 2004 by the U.S. Library of Congress for the preservation of historically significant digital content. This Memorandum of Understanding (MoU) sets forth the framework for both continuation of the work originated through the NDIIPP and the terms of membership in this partnership.

### **2. Objectives**

The partnership emphasizes the following primary objectives:

- a) Archive significant social science data collections.
- b) Catalog and promote access to archived collections in the Data-PASS shared catalog.
- c) Replicated preservation of archived collections.
- d) Advocate best practices in digital preservation.

The partnership will endeavor to meet and uphold these objectives through the cooperation of and adherence to the terms set forth in this MoU, by its membership.

### **3. Benefits**

Benefits of membership in the Data-PASS partnership include, but are not be limited to, the following:

#### **3a. Expanded visibility of collections**

Partner data collections are described on the Data-PASS shared catalog (<http://dvn.iq.harvard.edu/dvn/dv/datapass>), which harvests and exposes partner metadata to the partnership members and their constituent communities.

#### **3b. Insurance against institutional and technological failure**

Partner data collections are protected against institutional and technological failure through succession planning and replicated preservation.

#### **3c. Advocacy for archival best practices**

Partners leverage their substantial combined history and experience to advocate for and share archival best practices.

#### **4. Membership**

Based on the prior involvement in the NDIIPP, members of the Data-PASS partnership as of the time of the creation of the MoU include:

- a) The Inter-university Consortium for Political and Social Research (ICPSR) at the University of Michigan
- b) The Howard W. Odum Institute for Research in Social Science at the University of North Carolina at Chapel Hill
- c) The Roper Center for Public Opinion Research at the University of Connecticut
- d) The Harvard-MIT Data Center of the Institute for Quantitative Social Science at Harvard University
- e) The Henry A. Murray Research Archive of the Institute for Quantitative Social Science at Harvard University
- f) The custodial electronic records division of the National Archives and Records Administration (NARA)
- g) The Library of Congress

Each partner carries equal weight when making decisions for the partnership. As set forth in detail in Section 6 below, this MoU presumes the flexibility to add members to the partnership.

#### **5. Governance Structure**

##### **5a. Lead Partner**

One partner, ICPSR, will be the lead organization for the partnership for a three-year fixed term, beginning January 1, 2011 and ending December 31, 2013. Prior to the completion of the three-year term, the Steering Committee (defined below) will determine who shall take the lead partner role thereafter. The lead partner will take responsibility for coordinating partnership efforts, including:

- a) Scheduling conference calls.
- b) Organizing meetings.
- c) Retaining copies of all signed MoUs and Steering Committee notes and documentation (e.g., member applications, procedures, etc.)
- d) Writing yearly reports highlighting partnership achievements.
- e) Contributing personnel time to support the partnership objectives.

All other partners will support the lead organization, by:

- a) Participating in conference calls and meetings.
- b) Contributing personnel time to support the partnership objectives.

##### **5b. Steering Committee**

Major decisions for the partnership will be made by the Steering Committee, which is composed of at least one delegate from each of the partnering organizations. The Steering Committee will convene biannually by conference call. Each partner will carry equal weight when decisions are made.

### **5c. Operations Committee**

In addition to the Steering Committee, an Operations Committee will hold quarterly conference calls to develop and coordinate the procedures and practices of the partnership, such as writing grant applications and appraising collections to be added to the Data-PASS shared catalog. This Committee will be made up of at least one operations staff member from each of the partners.

To meet the objectives of the partnership, representatives from each of the partners may also elect to meet in person once per year, in connection with professional conferences (e.g., IASSIST) to help defray costs associated with the Data-PASS partnership. The lead partner will facilitate communications related to enabling such meetings.

### **6. New Members**

Other organizations may join the Data-PASS partnership. Applications for membership are made through the Steering Committee, which shall review qualifications and related requirements and determine acceptance for membership. New members must agree to meet the conditions of and sign this MoU. Acceptance of new members will be documented in Steering Committee minutes. Membership will begin upon acceptance of conditions set forth in this agreement and addition of an authorized signature to this document.

### **7. Data and Intellectual Property Rights**

The partnership will try to make all materials it collects available to its constituent communities subject to the access policies of each partner. The partners will assure that they have appropriate rights, ownership or permissions to share their data through the partnership. No transfer of ownership, copyright or otherwise, of the data or metadata shall endure to the partnership by acceptance of this MoU.

Any copyright in works the partnership obtains, creates or further develops will be owned by an individual member, and all members will be granted a perpetual, royalty-free license to use the work in any manner the member sees fit, including re-distribution for any non-commercial or commercial use by others.

### **8. Withdrawal and Removal of Membership**

Partners may voluntarily withdraw membership by providing a 90 day written notice to the Steering Committee. The Data-PASS partnership may also remove members if commitments in this MoU are not met. The Steering Committee will make removal decisions, and will give 90 day written notice to the affected member prior to removal.

After withdrawal or removal, the partnership reserves the right, but is not obligated, to preserve existing metadata and data in the Data-PASS shared catalog and preservation network consistent with the objectives of the partnership and section 7 above. Retention of metadata and data in existence as of the time of member withdrawal or removal will be solely for the purpose of preservation; no transfer of ownership of the metadata or data shall occur.

### **9. Transfer Protocols**

In the event that one of the partner institutions should no longer be able to retain the material they acquire, and no succession plan is already in place, the partner's materials will be transferred to one of

the other partners to meet the objectives of the partnership. Both the original material and any additional material derived from the originals will be transferred.

Any partner that can no longer retain their material will provide the partnership with ninety (90) days written notice to provide for a reasonable transition. A determination regarding the most suitable partner to receive the material will be based on the subject matter and content of the materials as well as any economic encumbrances that may be involved in the transfer.

Ultimately, ICPSR would be the likely final repository for non-Federal materials and NARA the final repository for unique Federal materials. In the event that the university-based archives are no longer able to retain and preserve the content, they will agree to offer it to NARA. Materials acquired by the university-based archives that are not suitable for preservation by NARA because they are not related to Federal activity would be transferred to the Library of Congress in the most current format.

#### **10. Costs**

There are no regular membership fees for the Data-PASS partnership. Partners, however, are expected to contribute in-kind personnel time, as well as necessary computer equipment, to support the partnership objectives and to participate in the technology described in section 11 below.

#### **11. Technology**

The partnership agrees to develop and implement shared technology. Specifically, the partnership is committed to contribute to and maintain the following applicable to the objectives:

- Shared catalog (<http://dvn.iq.harvard.edu/dvn/dv/datapass>)
- Web site (<http://www.data-pass.org>)
- Intranet (<http://data-pass.org/user>)

As well, the partnership is committed to investigate and develop a system for replicated storage as relevant to the noted benefits of the partnership.

Data-PASS partners are supplied with the necessary source code, documentation, and procedures to participate in the technology infrastructure. The Steering Committee will approve technical, legal and procedural requirements for using each part of this infrastructure. Each partner is expected to comply with the requirements for use of the infrastructure, for purchasing and maintaining the equipment necessary to participate in the infrastructure, and to maintain the infrastructure.

#### **12. Disputes**

Any disputes amongst the Data-PASS partners will be handled by the Steering Committee.

#### **13. Amendments**

No amendment or changes to any provision of the MoU shall be valid unless in writing and signed by an authorized representative of each Data-PASS partner organization.