

LETTER OF AGREEMENT
Between
FEDERAL RESERVE BANK OF ST. LOUIS
And
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

THIS LETTER OF AGREEMENT entered into as of the 29th day of July, 2016 ("Effective Date"), is by and between the Federal Reserve Bank of St. Louis ("Bank") and the National Archives and Records Administration ("NARA"), an independent agency in the executive branch of the United States Government with its headquarters in Washington, DC, with Bank 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").

Bank is a federally chartered Federal Reserve Bank established under the Federal Reserve Act of 1913, 12 U.S.C. § 221, *et seq.*, whose activities include providing economic information and data to researchers interested in the U.S. economy. The Bank's Research Division has developed a series of websites dedicated to providing public access to historical economic data, publications and documents. These websites include the Federal Reserve Archival System for Economic Research ("FRASER") at <http://fraser.stlouisfed.org> that provides free public access to scanned images of historical economic statistical publications, releases, and documents.

Bank and NARA agree to cooperate in the digitization of certain Archived Materials that are permanent, accessioned records in the physical and legal custody of NARA.

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 Bank and NARA that lists the Archival Materials that NARA and Bank have agreed to digitize and provides the details about metadata, equipment, format, 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 Bank with full access to available subsets of Archival Materials to enable Bank 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) Bank will produce the Digital Materials with a minimum 300 ppi, 24-bit color, tif 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 Bank 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 limit 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 Bank 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

Bank 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 Bank must be approved by NARA prior to its installation. NARA and Bank will designate points of contact.

V. DIGITIZED MATERIALS

Upon completion of the work specified in a Project Plan, or as otherwise agreed to by the Parties in writing, Bank 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.

Bank will make electronic copies of the Digitized Materials available on FRASER, subject to the terms and privacy policies set forth on its site, available at <https://research.stlouisfed.org/privacy.html> and <https://research.stlouisfed.org/legal.html>, respectively, as they may be amended from time to time.

VI. COST

Cost for any access or services provided under this Agreement will be borne by each party independently. No funds will be exchanged between Bank and NARA.

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 Bank for digitization have been identified by NARA as having no privacy concerns.

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

VIII. CITATIONS.

Bank will cite NARA as a "partner on the "About FRASER" page and FRASER page describing the special collection. NARA will provide a public attribution in the National Archives that the Digitized Materials were digitized by the Bank.

The parties agree that prior to the use of 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:

Denise Henderson, Internal Digitization Coordinator, Digitization Division, Office of Innovation, 301-837-1593, denise.henderson@nara.gov

Markus Most, Director, Digitization Division, Office of Innovation, 301-837-1643, markus.most@nara.gov

Katie Nowak, Supervisory Archivist, Textual Archives Services Division, Research Services, 301-837-2076, Katherine.nowak@nara.gov

Katrina Stierholz, Vice President, Research Library, 314-444-8552, Katrina.L.Stierholz@stls.frb.org and Pamela Campbell, Senior Librarian, Research Library, 314-444-8907, Pamela.D.Campbell@stls.frb.org

X. PERIOD OF PERFORMANCE AND TERMINATION

This agreement will become effective when signed by both parties, and in effect for a period of 3 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.

Termination of the agreement will not affect the parties' rights to use Digitized Materials already digitized.

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 Bank 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

FEDERAL RESERVE BANK OF ST. LOUIS

By: Markus Most

By: Katrina Stierholz

Printed Name: [Signature]

Printed Name: Katrina Stierholz

Title: Director, Digitization

Title: Vice President