

NARA-The Generations Network

Proposed DRAFT Addendum to the May 20, 2008 Digitization Agreement

In accordance with section 12 of the non-exclusive Digitization Agreement (the “Agreement”), entered into as of May 20, 2008, between The Generations Network, Inc., a Delaware corporation with its principal office at Provo, Utah (“TGN”), and the National Archives and Records Administration, an independent agency in the executive branch of the United States Government with its headquarters in Washington, DC (“NARA”) (with each of TGN and NARA being referred to as a “party” or collectively as the “parties”), the parties hereby amend the May 2008 Agreement.

PURPOSE

This Addendum provides for the parties to engage in digitization of the Archival Materials at a location other than a “NARA location” as specified in section 1.2 of the Agreement. Specifically, this Addendum approves the Ancestry.com-Silver Spring, MD, facility as suitable for the ongoing digitizing of Archival Materials, and provides the operative terms under which digitization at that facility may be performed.

No other changes to the understanding of the parties as articulated in the Agreement, including the effective date, are made by operation of this Addendum. Digitization occurring at a “NARA location” will take place under the terms of the Agreement. In the event of any conflict between the terms of the Agreement and the Addendum for digitization occurring at the Ancestry.com-Silver Spring, MD, facility, the terms of the Addendum shall be operative.

A. Physical Requirements of the Off-Site Location:

1. The Ancestry.com-Silver Spring facility (“location”) includes, as a distinct part of the overall suite, an interior archival storage room large enough to hold all the archival materials at the site and with an access control system that meets NARA requirements and can be opened only by authorized NARA personnel. A supplemental HVAC system for the interior archival storage room must be operational at all times. The interior archival storage space cannot be used for any other purpose but to secure NARA documents and property. It will be under the exclusive control of NARA employees assigned to the project. The doors that access the storage area must be excluded from access by non-NARA employees.
2. The location meets the temperature and relative humidity levels for processing areas required by NARA in NARA directive 1571 (<http://www.archives.gov/foia/directives/nara1571.pdf>), with verification via a NARA datalogger deployed at the off-site location.
3. The location meets the fire safety standards required by NARA. Smoke detectors must be operational throughout the space and tied into the building fire alarm system so that the smoke

detectors become part of the 24/7/365 off-site monitoring. The walls should be sufficient to ensure there are no openings that might reduce the current fire rating of the partitions. All openings through the walls surrounding the storage space and along the building corridor wall must be sealed with a fire resistant sealant equivalent to the rating of the wall; there can be no open flame heaters or equipment in the space; the building boiler room must not be located adjacent to the digitization area; and, other mechanical spaces must be separated by a two hour rated corridor wall, a corridor and a second two hour rated wall.

4. The location meets the standards for physical security required by NARA's Space and Security Management Division

5. There is a single entrance to the suite from the building common space. To further limit access to authorized personnel, the reception area must be separate from the work area. Access to the internal storage area itself must be via internal doors that lock in compliance with NARA requirements, whether from the reception area or the work area of the suite.

6. The location includes enough separate space, equipment, and furnishings for any document preparation and conservation work that may be conducted at the site by NARA staff, and space, equipment and furnishings for the digitizing, data entry, and other activities by Ancestry.com staff.

7. There must be no overloading of any portion of the floor slab or creation of a point load that would cause damage to the slab.

8. The location must pass inspection and be approved by NARA before archival records are brought to the site.

B. Work Processes and Procedures at the Off-Site Location:

1. Records will be available for digitization only during standard work hours for NARA staff from 8:30 a.m. to 5 p.m. Monday – Friday, or as otherwise agreed to by NARA.

2. The archival storage room will remain locked on federal holidays and other federal government closures (e.g. snow days) and Ancestry.com staff will not have access to the records. Ancestry.com staff can have access to its rented facility to do other business not directly related to handling the records.

3. There will be up to four NARA staff at the offsite location as their duty station. Their duties will include pulling and refiling the records, preparation work on the records as needed prior to digitization, and monitoring the records handling of Ancestry.com staff during digitization.

4. Each Ancestry.com staff member will receive appropriate archival and document handling training before being allowed to handle NARA records.

5. Periodic visits to the site will be made by NARA managers and conservators to inspect the operation and activities of the project.

6. At the start of each day NARA staff will access the archival storage room to retrieve the records currently in process. At the end of each day NARA staff will return all records to the storage room and secure the room. A NARA staff member must be present at all times that the records are out of the storage room.
7. All NARA's research room rules apply to the work areas where records are being used by Ancestry.com personnel. (Research room rules may be viewed at <http://www.archives.gov/dc-metro/college-park/researcher-info.html#rules>.)
8. Smoking is prohibited in the off-site location.
9. Archival materials will remain at the Ancestry.com off-site location no longer than 30 days unless an extension is approved by NARA.
10. Ancestry.com employees working with NARA documents will be cleared through a background investigation at Ancestry.com's expense to ensure the character, reputation, and trustworthiness of each employee.

C. Transport of records between NARA and the Ancestry.com Off-Site Location:

1. All transport will be performed in accordance with NARA 1702, available at <http://www.archives.gov/foia/directives/nara1702.html>.
2. Archival materials will be transported in a vehicle provided by Ancestry.com. The vehicle will be a closed van having solid sides and roof.
3. The transport crew will consist of at least two people for every trip, including a NARA staff member, when the vehicle carries archival materials. The driver will be trained in records handling and security by NARA. The crew will carry a mobile phone for use in the event of a breakdown or other problem.
4. The NARA member of the transport crew must remain with the vehicle at all times when it contains archival materials. At no time should the vehicle be left unattended even in an emergency. If the NARA member becomes injured and incapacitated and thus unable to stay with the vehicle, the Ancestry.com employee will immediately contact NARA security, which will dispatch NARA personnel to the vehicle.
5. There will be no eating, drinking or smoking in the vehicle while it is transporting archival materials.
6. The vehicle when containing archival materials will be driven directly between the National Archives and the off-site location without any intervening stops.
7. Once loaded with archival materials, the vehicle will immediately be locked. The vehicle will only be unlocked when it has reached its destination; either the National Archives or the off-site scanning location. The vehicle must be emptied upon reaching the destination and must not be left loaded overnight.

8. At the NARA building NARA staff will pull the records for the trip to the Ancestry.com location. On return trips NARA staff will re-shelve the records. The staff will follow standard NARA charge out and transport procedures, including use of the NA 14001 and the NA 14111, as required in NARA 1702.

9. The routing for deliveries to the building and for records leaving the building must be approved by NARA.

D. Costs of Projects at the Ancestry.com Off-Site location:

In general the costs will be divided according to the terms of sections 2.2 and 2.3 of the Digitization Agreement signed by NARA and Ancestry.com in May 2008. Since the Digitization Agreement indicates that all digitizing would occur at a NARA facility, the following changes in the distribution of costs apply to all projects at the Ancestry.com off-site location:

1. Ancestry.com is responsible for:

- a. All costs in section 2.2 of the Digitization Agreement, including all pulling and reshelving, records preparation work, and conservation work done by NARA staff and related supplies at either a NARA facility or at the Ancestry.com off-site location
- b. Full personnel costs of the NARA staff stationed at the off-site location
- c. All lease, rent and utilities costs of the off-site location, including any upgrades necessary to meet NARA temperature & relative humidity, fire safety, physical security and internal layout requirements
- d. All lease, rental, ownership, licensing, insurance, and maintenance costs for the van or truck used to transport archival materials.

2. NARA will bill for reimbursement of NARA costs every three months.

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

**NATIONAL ARCHIVES AND
RECORDS ADMINISTRATION**

TGN, INC.

By: _____

By: _____

Name: Adrienne C. Thomas

Name:

Title: Acting Archivist of the

Title:

United States

Date:

Date: