LETTER OF AGREEMENT

Between

BONNEVILLE POWER ADMINISTRATION (BPA)

And

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

THIS LETTER OF AGREEMENT (the "Agreement"), is entered into as of **MARCH 05, 2024** (the "Effective Date"), by and between Bonneville Power Administration ("BPA") 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 BPA 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 US Government in printed, microfilm, microfiche, and other formats (the "Archival Materials") at its locations throughout the United States (the "NARA Locations").

BPA is an American federal agency created by an act of Congress in 1937 to market electric power from the Bonneville Dam located on the Columbia River and to construct facilities necessary to transmit that power. Bonneville is one of four regional Federal power marketing agencies within the U.S Department of Energy (DOE).

BPA and NARA agree to cooperate in BPA's digitization of selections of the Archival Materials on the terms and conditions set forth in this Agreement.

BPA and NARA agree that each agency shall bear its own costs.

BPA and NARA agree that upon the digitization of the Materials, BPA shall deliver to NARA a copy of the Digital 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.

Online 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 in printed, microfilm, microfiche, and other formats.

"Digital Materials" means digital reproductions of selections of the Archival Materials with associated Metadata.

"Project Plan" means a document completed by BPA and NARA that lists the Archival Material that NARA and BPA 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 BPA with full access to available subsets of Archival Materials to enable BPA 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) BPA will produce the Digital Materials at such other specifications as the parties may agree in writing in a Project Plan.

B) NARA and BPA will ensure that sufficient technical and functional metadata is created to meet mutually agreed upon standards. This metadata must, at minimum, reflect the various components of the archival hierarchy down to the file unit level (i.e., folder, or equivalent). The specific 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. Details of the on-site scanning or other method of digitization, including but not limited to hours during which BPA 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

BPA 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 brought into NARA facilities by BPA must be approved by NARA prior to its installation, and removed upon completion of the project. NARA and BPA will designate points of contact.

V. DELIVERY OF DIGITAL MATERIALS TO NARA

Upon completion of the work specified in a Project Plan, or as otherwise agreed to by the Parties in writing, BPA will deliver one copy of the Digital Materials to NARA, including all the technical and functional metadata, on a portable external hard drive or otherwise as indicated by NARA. The parties agree that the Digital Materials are a work of the United

States Government, and the public domain within the United States. Additionally, the Parties waive copyright and related rights in the work worldwide through the CC0 1.0 Universal public domain dedication.

VI. COST

Cost for any access or services provided under this Agreement will be borne by each agency 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 BPA for digitization have been identified by NARA as having no privacy concerns.

B) NARA and BPA agree that the Digital Materials are in the public domain, and that both parties, and the public, may use the Digital 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:

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Carol Lagundo
Director of Digital Partnerships and Outreach
Office of Innovation
8601 Adelphi Road
College Park, MD 20740

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Denise Henderson
Director of Digitization
Digitization Division
8601 Adelphi Road
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Phone: 301-837-1593
Email: denise.henderson@nara.gov

Tama Tochihara
Supervisory Historian, Bonneville Power Administration

Phone: 503- 230-3972
Email: tktochihara@bpa.gov

X. PERIOD OF PERFORMANCE AND TERMINATION

This agreement will become effective when signed by all 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.

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 BPA 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 last Signature. Date provided below.

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

BY: _____

Name: Chris Naylor
Title: Executive for Research Services

Date: March 7, 2024

BPA

BY: TAMA TOCHIHARA Digitally signed by TAMA TOCHIHARA Date: 2024.03.13 14:34:17 -07'00'

Name: **Tama Tochihara**
Title: Supervisory Historian

Date:

BY: PAMELA WRIGHT Digitally signed by PAMELA WRIGHT Date: 2024.03.08 08:56:46 -05'00'

Name: Pamela Wright
Title: Chief Innovation Office

Date: