

Digital Public Library of America

Hub Network Membership Agreement

THIS MEMBERSHIP AGREEMENT (the “Agreement”) is entered into by and between Digital Public Library of America, with an address of c/o Boston Public Library, 700 Boylston St., Boston, MA 02116 (“DPLA”) and the organization identified on the signature page hereof (“Member”) and made effective as of the date last signed below (the “Effective Date”).

Whereas DPLA has the objective to provide free and open access to the cultural and scientific heritage of humanity;

Whereas DPLA’s primary focus is providing broad and open access to all the Nation’s cultural materials, provided by participating Institutions across the United States;

Whereas DPLA, for this purpose, has undertaken the task of ingesting, indexing, enriching and making available descriptive metadata and previews on objects that are part of that heritage;

Whereas DPLA thereby intends to benefit both the holders of these objects (members) and the public at large;

Whereas DPLA wishes to make all open data in its data store available for reuse to all its members and the public at large.

Description

DPLA and its members have a shared interest in providing free open access to our Nation’s collective cultural heritage material, and making these items accessible under one website, [DPLA](https://dpla.org). Members have a shared commitment to the DPLA mission and support the stated values of the DPLA. DPLA has instituted a member program to contribute to the sustainability and continued advancement of the collaboration with its Hub Network. The member program is fully described in the DPLA Hub Network Membership program statement. The current Hub Network Membership program is available online at <https://dp.la/info/hubs/membership-program/>, and is attached herein. The program can be modified as needed by DPLA in collaboration with the network council and advisory council.

Responsibilities of Members

- Members must be an organization or consortia.
- Members must have a signed a data exchange agreement in place.
- Members must be in good standing in paying their membership fee.
- Members will appoint one representative from the Hub to serve on the Network Council.
- Members are responsible for meeting the obligations outlined in the data exchange agreement.

Benefits of Membership

A complete list and description of membership benefits can be found in the Hub Network Membership program statement attached (addendum 1), and also available online for future reference at <https://dp.la/info/hubs/membership-program/>.

Governance

A current description of the member governance model and the rights and responsibilities of members in governance can be found in the member program statement attached and available for future reference at <https://dp.la/info/hubs/membership-program/>. The governance structure can be modified as needed as decided by the network council, the advisory council, DPLA staff and DPLA Board of Directors.

Terms

Membership dues are billed annually, ninety days prior to the due date of September 1. Invoices for membership will be distributed no later than June 1st and can be paid prior to the actual due date of September 1. In the event of nonpayment of dues, the Member's membership rights may be terminated.

Initial Term. The initial term of this Agreement shall commence on the Effective Date and, unless this Agreement is earlier terminated, will expire on August 31 of the calendar year that is three (3) years after the year in which the Effective Date occurs (the "Initial Term"). During the initial term of this agreement there will be no change to member fees set forth in this agreement.

Renewal Terms. Following expiration of the Initial Term, unless this Agreement is earlier terminated, the term of this Agreement shall renew for additional one-year renewal terms effective as of July 1 of the applicable calendar year (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless and until either party provides written notice to the other party of non-renewal by April 30 of such calendar year. The Fee (defined below) applicable to each Renewal Term shall be equal to DPLA's standard membership Fee for such Program as in effect at the commencement thereof.

Payment Terms

Fees. Member shall pay the Fees set forth in Exhibit A. DPLA will have no obligation to provide any benefits when any amount required to be paid by Member remains due and unpaid beyond the date such amount is due. All Fees are non-refundable and due in advance as set forth herein.



Invoices. DPLA will invoice Member for the membership Fee outlined in Exhibit A and in accordance with their Hub structure. DPLA shall also invoice Member on or about June 1 of each year following the Initial Term, for the Fee applicable to each Renewal Term. Member shall pay each amount in full within ninety (90) days of receipt of each invoice.

Termination

This Agreement shall continue in effect until such time as the Member's membership in DPLA is terminated by the Member (voluntarily) or DPLA (for nonpayment or for cause). In the event of any termination of the Member's membership, any dues that are then due and owing shall remain payable, and no refund shall be made of any dues then paid.

This agreement may be executed in two or more counterparts through the exchange of electronic or facsimile signatures, each which will be an original and together constitutes one and the same agreement.

Signatures

DPLA	Recollection Wisconsin
By: 	By: 
Name: Michele Kimpton	Name: Emily Pfothenauer
Title: Interim Executive Director	Title: Community Liaison & Service Specialist, WiLS
Date:	Date: September 5, 2017