

DPN Deposit Agreement

This document constitutes permission for (INSTITUTION X) to deposit, archive and preserve (“content”) within the Digital Preservation Network, a Federation of academy based digital repositories and other service providers.

1. License Grant.

By agreeing to the following License terms:

- 1.1. (INSTITUTION X) confirms the deposit of content into DPN or its successor entity based at (“Internet2”), or hereby grant to Internet2 the right to deposit the content into DPN or its successor entity on my behalf; and
- 1.2. (INSTITUTION X) agrees to the language laid out in the Quit Claim Appendix

2. Depositor Warranties.

I represent and warrant that:

- 2.1. depositing of content into DPN does not constitute a breach of any other agreement, publishing or otherwise, including any confidentiality or security provisions at the University or elsewhere around long-term, digital preservation.
- 2.2. (Institution X) has the correct permissions in place to allow for digital preservation

3. Institution Rights.

I agree that DPN:

- 3.1. may transport and store the content over and within a non-encrypted network for the purposes of preservation, geographic dispersion and technical dispersion within the network;
- 3.2. will preserve my content for no less than 20 years after initial ingestion with no additional preservation storage costs associated during that time period for the initial deposit
- 3.3. content will be returned upon request
 - 3.3.1. will coordinate with the Nodes to facilitate these requests and will provide an estimated timeline for return
 - 3.3.2. Nodes will provide costs and timelines for restoration based upon individual restoration requests and the costs associated with the current market
- 3.4. has the right to specify the package format for content to be ingested for ease of transport and preservation;
 - 3.4.1. Nodes will provide packaging and ingestion services
- 3.5. will keep at least three copies of my packaged content on three different architectures, at geographically distributed institutions across the United States of America;
- 3.6. will perform fixity checks on each copy of the content no less than once every 24 months per copy;

- 3.7. will audit content for compliance with the centrally held registry;
- 3.8. will provide reporting about content ingested into DPN that will include when the content was deposited, where the content currently resides, and when it was last checked;
- 3.9. will not delete content from the network during the 20-year time period the initial deposit occurs unless compelled to do so by court order
- 3.10. if compelled to delete content from the network, depending on the media type, DPN may only delete the ability to find the content, not the content itself. Upon such an occurrence, the content would become effectively invisible and practically impossible to find
- 3.11. exercise reasonable endeavors to preserve the physical integrity of the Work, but shall incur no liability for loss or damage to the Work;
- 3.12. will not be under any obligation to take legal action on behalf of the Work's author/s or other rights holders related to any intellectual property rights in the Work;