

DPN will be entering into two different types of legal agreements depending upon the relationship.

## NODES

DPN will be entering into a **Service Level Agreement (SLA)** with the Nodes, clearly outlining what DPN's relationship to the Nodes is, what DPN is asking of the Nodes, what DPN's expectations are, and what kind of recompense the Nodes can expect.

This agreement clearly outlines that DPN is a direct preservation service provider to DPN members, with accountability and authority for long-term stewardship of digital assets, and that contracts out distinct functions to storage, fixity and restoration service providers. DPN offers rights management and stewardship services for ingested content, but not ownership of that content.

It also outlines that Ingest Nodes hold a contractual relationship with the depositor (DPN Member) to ingest content and ensure its replication across the network.

Replicating Nodes will replicate the content from the Ingest Node (see above) to other DPN Nodes. Content in Replicating Nodes will be held "dark", and inaccessible except for preservation actions.

## MEMBERS

DPN will be entering into a **Deposit Agreement** with each member, clearly outlining our commitment to deposit, archive and preserve content within DPN. The deposit agreement outlines DPN's promises by asking the member to confirm that they are depositing content into DPN or its successor entity based at ("Internet2") and that they agree to the succession rights language laid out in the Quit Claim Appendix.

After discussion with legal representatives from all of the Nodes, we decided that instead of "succession rights" we would instead implement what is called a **Quit Claim**. The Quit Claim states that if at the conclusion of the term of initial deposit (20 years), the Depositor has neither entered into a new deposit agreement with DPN (or its successor entity) nor deaccessioned assets from DPN, the Depositor authorizes DPN to store or otherwise use the assets in perpetuity and unrestrained by the Depositor, and that the Depositor holds DPN harmless for its uses.

This agreement will also outline what engaging in testing with DPN means, expectations around content returning to the member, and that anything beyond dark, diverse, replication, with audit,

and succession with access to reporting information are services provided by the Nodes directly and are not DPN services.

### **Node → Member Agreement**

Agreements between the Nodes and Members are likely to exist. These agreements will likely outline whatever Value Added Services the Nodes are offering the institution, including bagging of content for ingestion. These agreements are not DPN specific agreements, though they will likely mention that they are depositing content for the member into DPN and that the DPN deposit will be covered under the DPN deposit agreement.