



EARLY ENGLISH BOOKS ONLINE TEXT CREATION PARTNERSHIP

PARTNERSHIP AGREEMENT

The Regents of the University of Michigan (hereinafter called the “University”) through the University Library have established the EARLY ENGLISH BOOKS ONLINE-TEXT CREATION PARTNERSHIP (EEBO-TCP) Phase II as described in Exhibit A.

The University of _____ (hereinafter called “Partner”) agrees to participate in the program as follows:

- 1) Partner warrants that it has licensed Early English Books Online image files from ProQuest Information and Learning Company and is therefore eligible to participate in the EEBO-TCP.
- 2) Partner agrees to pay the amount indicated in the attached notice of account based on the project fee schedule (Exhibit B) in exchange for the file of keyboarded and SGML tagged Early English Books Online texts as described in Exhibit A.
- 3) Upon execution of this Agreement, at the direction of the University, payment will be made to the University of Michigan Library annually, with invoices sent each August and the full amount to be paid by June 30, 2014, unless otherwise agreed in writing between Partner and University of Michigan Library.
- 4) For the periods covered by this agreement, Partner, its authenticated users and members of its campus community or other authenticated users, shall be entitled to access the EEBO-TCP Phase II text files remotely from the University, ProQuest Co., or from another consenting Partner acting within the terms of this Agreement.
- 5) Partner shall be entitled to receive the EEBO-TCP Phase II files in a standard medium (e.g., CD-ROM, tape, FTP) for purposes of local loading and archiving. Files will be distributed on a general schedule to be determined by the EEBO-TCP Advisory Board. Partners can seek modification of this schedule through a direct request to the University of Michigan Library, Digital Library Production Services.
- 6) The University has granted an exclusivity of sublicense period to ProQuest (the “Exclusivity Period”). The Exclusivity Period begins when production on EEBO-TCP Phase II is completed (estimated to be the end of calendar year 2014) and lasts for five years. Partner may not sublicense or distribute EEBO-TCP texts or EEBO images to non-Partner institutions or any non-authorized users during the term of this agreement and until the end of the Exclusivity Period. Further, Partner will not enable or allow links or other modes of connection between EEBO-TCP texts and EEBO Images to any non-Partner institution or any non-authorized user during the term of this agreement and until the end of the Exclusivity Period.

- 7) Partner with a local installation of the EEBO-TCP Phase II texts is permitted to extend access to the texts to other Partner institutions. Partner will provide a written list of such distributions to the University prior to making such a distribution. Partner agrees to convey and enforce the general terms of this Agreement to institutions seeking access to EEBO-TCP through the Partner's systems and devices.
- 8) Partner will be responsible for managing participation in the EEBO-TCP Phase II program of its regional, satellite, or other campuses or individuals to whom Partner authorizes access under this Agreement and through Partner's Agreement with ProQuest.
- 9) Partner agrees to be responsible for ancillary costs associated with its participation in the EEBO-TCP Phase II program, e.g. Partner's personnel costs, expenses for attendance at meetings.
- 10) Partner understands that funds provided to the University for the EEBO-TCP Phase II program will be added to funds from other participants and that the Partner will have no right to designate the use of its funds for a particular aspect of the EEBO-TCP. No individual financial tracking will be provided for the use of funds contributed by an individual Partner.
- 11) At regular intervals, the University will provide to Partners reports and other written accounting of project output and expenditures. The University reserves unlimited rights to publish data, information, descriptions and reports related to all aspects of the EEBO-TCP project.
- 12) The project is served by an Advisory Board that meets regularly and whose minutes are published on the EEBO-TCP website. Partner is encouraged to communicate with the Board to provide the broadest possible input into direction of the project.
- 13) This agreement may be renewed or amended upon written mutual consent of the parties.
- 14) The University or Partner may terminate this Agreement at any time upon thirty days' prior written notice. Upon termination, EEBO-TCP files received and managed by the Partner will be subject to all rules and restrictions stipulated in this and related Agreements. Financial obligations to the University will be settled on a pro-rated basis.
- 15) The terms of this agreement shall be valid from the execution of the agreement through the end of the Exclusivity Period, which ends five years after the completion of production on EEBO-TCP Phase II. Production is estimated to end around December 2014; the Exclusivity Period is estimated to end around December 2020. These dates are not finalized and subject to change.

APPROVED AND ACCEPTED BY

PARTNER

REGENTS OF THE UNIVERSITY OF MICHIGAN

Signature

Signature

Name/Title

Name/Title

Date

Date

Exhibit A to Partnership Agreement

Overview:

The basic goal of the EEBO Text Creation Partnership is to develop an online, searchable, electronic resource, specifically, an online version of text from early English language books (published between 1473 and 1700). The resource will be developed using the Early English Books Online (EEBO), a commercial product owned by Proquest Intl.. Using the EEBO Images page images, the entire text of each book will be keyboarded to create SGML/XML compliant text files. The University of Michigan and Oxford University will collaborate to set standards for the text creation, manage quality control, develop an interface for the text product, and host the electronic text files and their links to corresponding EEBO Images. Partnering Institutions will receive access to the EEBO-TCP Phase II text editions as well as certain specified rights to the final version of the text file in exchange for a fee as described in their Partnership Agreement

Standards:

EEBO—TCP seeks to create digital text editions to the following standards:

Keyboarding accurate at the 99.995 level

Standard Generalized Mark-up Language (SGML) compliant

Generally consistent with the guidelines of the TEI Consortium

Embedded links to corresponding page images

Quality control checks on all works for accuracy of keyboarding and parsing of SGML tags.

Advisory Board

Michigan has invited representatives of some of the Partnering Institutions, ProQuest, Oxford and CLIR to participate on an Advisory Board chaired by the Director of Libraries at Michigan. The Advisory Board provides input into the fiscal management, development, use, standards for, distribution and marketing of the EEBO- TCP project. The Advisory Board meets as necessitated by issues arising. Michigan has established a project website at <http://www.lib.umich.edu/tcp/eebo> and provides periodic updates on the deliberation of the Advisory Board and the progress of the project.

Exhibit B to Partnership Agreement

EEBO-TCP Phase II Fee Schedule: 2011/2012

The following fees are in effect for partnerships undertaken through June 30, 2012. Partnership fees are payable over a maximum of three years, with at least 33% of the total fee due each year unless other arrangements are made.

INSTITUTION TYPE	PARTNERSHIP FEE
ARL or equivalent institution	\$50,000
Non-ARL graduate degree granting institution with more than 15,000 FTE	\$37,500
Non-ARL graduate degree granting institution with fewer than 15,000 FTE	\$25,000
Undergraduate institution only with more than 2,500 FTE	\$17,500
Undergraduate institution only with fewer than 2,500 FTE	\$12,500

Exhibit C to Partnership Agreement
EEBO-TCP Phase II Estimated Contributions and Production Levels

Partner contributions	Estimated number of pages that will be completed	Approximate number of volumes that will be completed
\$ 5,000,000 *	2,000,000	22,500
\$ 6,000,000 **	2,400,000	27,000
\$ 7,000,000	2,800,000	31,500
\$ 8,000,000	3,200,000	35,000
\$ 9,000,000	3,600,000	39,500
\$ 10,000,000	4,000,000	44,000

* Existing commitments

** Minimum likely commitments prior to June, 2011