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Description of document: Memorandum of Understanding (MOU) between the Library of Congress (LOC) and the National Endowment for the Humanities (NEH) concerning the National Digital Newspaper Program (NDNP), 2014

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National Endowment for the Humanities  
Freedom of Information Act Officer  
400 7th Street SW, 4th Floor  
Washington DC 20506  
[Submit a FOIA Request Online](#)

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NATIONAL ENDOWMENT FOR THE

Humanities

OFFICE OF THE GENERAL COUNSEL

MAR 22 2016

VIA ELECTRONIC MAIL

**Re: Freedom of Information Act Request 16-16**

As the National Endowment for the Humanities (NEH) official responsible for inquiries under the Freedom of Information Act (FOIA), I am responding to your FOIA request, which NEH received on February 23, 2016. You requested "a copy of records describing NEH plans in 2016 and 2017 for activities within the National Digital Newspaper Program." During your February 25, 2016 conversation with NEH paralegal, Katherine Griffin, you clarified your request to say that you are interested in how the grant program works and would like to see any records which discuss the structure of the program.

The information you requested, as maintained in our records, is attached. Additional information about how the National Digital Newspaper Program works is available on NEH's website, including:

- <http://www.neh.gov/grants/preservation/national-digital-newspaper-program> (grant program page - which has additional links – including links to samples of successful grant application narratives)
- <http://www.neh.gov/files/grants/ndnp-jan-14-2016.pdf> (grant guidelines)
- <http://www.neh.gov/divisions/preservation/featured-project/dispatches-the-national-digital-newspaper-program-annual-mee> (summary of the 2015 annual meeting)
- <http://www.neh.gov/divisions/preservation/featured-project/neh-releases-national-digital-newspaper-program-impact-study> (2014 impact study)

If you wish to appeal this determination, please write to NEH Deputy Chairman Margaret F. Plympton, at 400 7th Street, SW, 4th Floor, Washington, DC 20506 or send an e-mail to [mplympton@neh.gov](mailto:mplympton@neh.gov). Your appeal must be in writing and received by NEH within thirty (30) days of the date of this letter (weekends and Federal holidays excluded). Your appeal rights are set out in the Code of Federal Regulations, at 45 C.F.R. § 1171.10. There is no fee for this information.

Sincerely,

Michael P. McDonald  
General Counsel

Attachments

**Memorandum of Understanding  
between the Library of Congress and the National Endowment for the Humanities  
concerning the National Digital Newspaper Program**

**ARTICLE I - Purpose**

This Memorandum of Understanding ("MOU") is between the Library of Congress ("Library") and the National Endowment for the Humanities ("NEH"). The purpose of the MOU is to set forth the duties and responsibilities of both parties as they work cooperatively to achieve their mutual goal of continuing to develop the National Digital Newspaper Program ("NDNP"). The NDNP is intended to be a multi-year project implemented by the NEH and the Library to support and maintain a searchable resource of selected public domain U.S. newspapers freely accessible to all on the Internet. The NEH and Library announced the initial stage of the NDNP in FY2004. This MOU follows the previous MOUs between the Library and NEH, dated March 31, 2004 and December 18, 2009, and continues the cooperative work set forth in the previous MOUs.

**ARTICLE II – Background**

Newspapers have chronicled the daily life of America's citizens and documented the nation's civic, political, social, and cultural events since the first newspaper appeared in the colonies in 1690. The NEH has since 1982 helped to locate, catalog, and preserve the content of these historically important materials through the United States Newspaper Program ("USNP"). Over two decades, the NEH has awarded more than \$54 million in funds to newspaper projects in all fifty states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. The results of the program have been impressive: descriptive records have been created for approximately 140,000 unique newspaper titles and approximately 70 million newspaper pages have been preserved on microfilm.

The Library maintains one of the largest newspaper collections on microfilm in the world. It has a long history of leadership in acquiring, describing, preserving and providing access to U.S. newspapers through cooperative programs. It has provided technical assistance to the NEH in the form of developing, cataloging, inventorying, union listing and preservation microfilming standards for the USNP since 1982.

Created as a component of NEH's We the People initiative, NDNP was launched by NEH and the Library to convert microfilm of public domain U.S. newspapers into digital files with corresponding metadata as a free permanent national resource for the American people and for education, scholarship, and public programming in the humanities.

The NDNP will democratize citizens' access to important knowledge and information about their country's history and culture. Millions of pages of historical newspapers will be accessible in



classrooms and homes across the nation. Teachers will be able to integrate these materials into their lesson plans and classroom instruction; parents will be able to sit down with their children to learn about the people and events that have shaped the nation; scholars will have ready-access to essential primary source materials; and citizens of all ages will be able to access a vast storehouse of local, regional, and national information about the great experiment in freedom and democracy that is America.

### **ARTICLE III - Rights**

The parties agree that the work contemplated under this agreement for the NDNP will involve only historical U.S. newspapers, that is, newspapers published in the United States prior to 1923 and therefore presumed to be in the public domain. In the event any U.S. newspapers published after 1923 or non-U.S. newspapers are considered to be used for the NDNP, the sole and exclusive responsibility for obtaining in advance any necessary clearances, permissions or releases for such use, under the laws of the United States and the country of origin, is with the party desiring such use, whether the NEH, an NEH-funded grantee (as required by NEH) or the Library.

### **ARTICLE IV - Statement of Work**

Under this MOU, the NEH agrees to:

1. Consult and coordinate with the Library regarding the NEH's responsibilities pursuant to this MOU as set forth below, including the grant program and grant recipients of the NDNP.
2. Provide appropriate staffing to the joint NDNP working group that shall pursue activities in support of the NDNP with the assistance of the Information Technology, Grants and Legal offices of the Library and the NEH.
3. Designate a Program Manager for the NDNP who will work closely with the Library on the NDNP.
4. Create a grant program, develop grant guidelines, evaluate applications and make awards, and administer the grants to create digital content conforming to the NDNP technical specifications and guidelines and pursuant to the requirements contained in the NEH's General Grant Provisions for Organizations (November 2002) and the applicable OMB circulars governing administrative requirements, cost principles and audit requirements.
5. Require that all grantees funded through the NDNP be responsible for rights clearance, as set forth in Article III, above, and acknowledge the support of the NEH and the Library, as set forth in Paragraph 7 (Publicity), below.

6. Submit in draft form for the other party's review and approval any media or public statements or promotional activities relating to the NDNP, including full information regarding the proposed release plan of any such statements to the media prior to release. The NEH and the Library shall refer to each other in all of their published materials and public statements (including press releases) that refer to the NDNP in any manner, using terminology and positioning that is acceptable to and approved in writing in advance by both parties, as set forth in Paragraph 7 below.
7. Publicity. The NEH agrees that it will obtain clearances from the Library prior to using the Library's name or logo(s) or other Library trademarks or trade names. This condition applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. The contact at the Library for these reviews is *Director of Communications, Library of Congress, 101 Independence Avenue, S.E. (LM-105), Washington, D.C. 20540-1610, telephone 202-707-9205, email: pao@loc.gov.*
8. Develop a plan for sharing the costs of technical development during this phase of the NDNP.
9. Develop with the Library a detailed cost projection for the work referenced in this MOU, which may include a transfer of funds, as deemed mutually appropriate, for the Library to accomplish responsibilities under this MOU. Such transfer will be accomplished through an Inter-Agency Agreement, as specified in Article VI, below.

Under this MOU, the Library agrees to:

1. Consult and coordinate with NEH regarding the Library's responsibilities pursuant to this MOU as set forth below, including the ongoing development of technical systems and coordination of awardee activities in support of NDNP.
2. Provide appropriate staffing to the joint NDNP working group that shall pursue activities in support of the NDNP with the assistance of the Information Technology, Grants and Legal offices of the Library and the NEH.
3. Designate a Program Manager for the NDNP who will work closely with the NEH on the NDNP.
4. Create and maintain access through the Internet to the NDNP digitized newspapers and associated metadata as a clearly identifiable web resource, managed by the Library and freely accessible to the public.
5. Provide technical standards to the NEH regarding the manner in which applicants to the NDNP grant program should provide digitized content for selected public domain U.S. newspapers.



6. Contribute digital files from its historical U.S. newspaper collection to be incorporated into the independent NDNP database.
7. Submit in draft form for the other party's review and approval any media or public statements or promotional activities relating to the NDNP, including full information regarding the proposed release plan of any such statements to the media prior to release. The NEH and the Library shall refer to each other in all of their published materials and public statements (including press releases) that refer to the NDNP in any manner, and using terminology and positioning that is acceptable to and approved in writing in advance by both parties; approval shall not be unreasonably withheld. The contact at the NEH for these reviews is, *Judy Havemann, Director, Office of Communications, Constitution Center, 400 7<sup>th</sup> Street, S.W., Washington, DC 20506, telephone 202-606- 8355.*
8. Develop a plan for sharing the costs of technical development during this phase of the NDNP.
9. Develop a plan to manage the assets created by NDNP supporting long term access.
10. Develop with the NEH a detailed cost projection for the work referenced in this MOU, which may include a transfer of funds, as deemed mutually appropriate, for the Library to accomplish responsibilities under this MOU. Such transfer will be accomplished through an Inter-Agency Agreement, as specified in Article VI, below.

#### **ARTICLE V – Future Responsibilities**

As the NDNP continues to evolve, NEH and the Library may identify additional activities that advance the overall goal of the NDNP, as described in Article IV. Upon advance written approval by the Chairman of the NEH and the Librarian of Congress, the parties may agree to take on additional responsibilities to carry out these activities, pursuant to a written amendment to this agreement.

#### **ARTICLE VI - Terms of the Agreement**

This MOU covers the period from its full execution through December 31, 2019 (“termination date”), subject to the availability of funds. This Agreement may be extended by the mutual prior agreement of the parties as expressed in a written amendment hereto.

Should either party elect to discontinue at any time this agreement for whatever cause prior to the termination date, sixty (60) days written notice shall be provided to the other party.

This agreement may be terminated at any time by either party for failure to comply with the terms and conditions of the agreement as set forth in Articles III – VI. The terminating party

shall give the other party sixty (60) days prior written notice with opportunity to cure.

At any time the parties may agree to amend the provisions of the MOU upon mutual written agreement of the NEH and the Library.

In order to transfer funds from the NEH to the Library, the parties will execute an Inter-Agency Agreement under 20 U.S.C. § 956(i), incorporating by reference this MOU and any other terms upon which the parties agree.

## **ARTICLE VII - Key Officials and Notices**

Authorized Representatives: The parties are represented as follows for formal notices (including formal representation, interpretation matters, dispute resolution, or modification of this Agreement) and project coordination (including day to day liaison, daily interaction, guidance and direction on operational matters, approval or disapproval, and for general cooperation in the work and technical matters contained in this agreement).

### **For Formal Notices**

The responsible official for NEH is:

Nadina Gardner, Director  
Division of Preservation and Access  
National Endowment for the Humanities  
Constitution Center  
400 7<sup>th</sup> Street SW  
Washington, DC 20540  
Ph. 202 -606-8570  
Fax 202-606-8639  
Email: [ngardner@neh.gov](mailto:ngardner@neh.gov)

### **For Program Coordination**

The responsible official for NEH is:

Nadina Gardner, Director  
Division of Preservation and Access  
National Endowment for the Humanities  
Constitution Center  
400 7<sup>th</sup> Street SW  
Washington, DC 20540  
Ph. 202 -606-8570  
Fax 202-606-8639  
Email: [ngardner@neh.gov](mailto:ngardner@neh.gov)

### **For Formal Notices**

The responsible official the Library is:

Roberta Shaffer  
Associate Librarian for Library Services  
Library of Congress  
101 Independence Avenue, SE, LM 642  
Washington, DC 20506  
Ph. 202-707-5325  
Fax (202) 707-6269  
Email: [ALLS@loc.gov](mailto:ALLS@loc.gov)

### **For Program Coordination**

The responsible official for the Library is:

Roberta Shaffer  
Associate Librarian for Library Services  
Library of Congress  
101 Independence Avenue, SE, LM 642  
Washington, DC 20506  
Ph. 202-707-5325  
Fax (202) 707-6269  
Email: [ALLS@loc.gov](mailto:ALLS@loc.gov)

## ARTICLE VIII - Authority

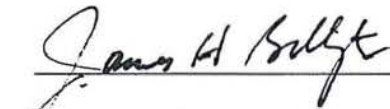
The Library's authority to enter this Agreement is based on Title 2 of the United States Code, sections 131, et seq. The authority for NEH is based on the National Foundation on the Arts and Humanities Act, as amended, 20 U.S.C. § 956.

## ARTICLE IX - Authorizing Signatures

In Witness Hereof, the parties hereto have signed their names and executed this Memorandum of Understanding.

Approved:

**Library of Congress**



James H. Billington  
The Librarian of Congress

7/7/14

Date

Approved:

**National Endowment for the  
Humanities**



Carole Watson  
Acting Chairman

6/24/14

Date

W2/06C