

Gift/Purchase Agreements

**David M. Rubenstein Rare Book & Manuscript Library
Duke University**

Electronic Records Addendum

The Donor acknowledges that the Library acquires the materials with the intent of making them available for an ongoing or indefinite period of time. In order to accomplish this, the Library may need to transfer some or all of these materials from the original media as supplied by the donor to new forms of media to ensure their ongoing availability and preservation. The donor grants the library rights to make preservation and access copies of materials in the collection and to make those copies available for use.

The Library may contract with university staff or outside contractors to store, evaluate, manage and or analyze materials in the collection. Any such arrangements must abide by the terms of this agreement.

Upon accessioning, the Library will transfer all electronic records to a secure server space with restricted access. Descriptions created for each group of records will indicate whether or not they are likely to contain Secure Electronic Information (SEI). When the records are processed, the Library will use standard software packages to scan the content for common types of SEI (phone numbers, social security numbers, etc.) Records containing SEI will be embargoed and processed later in accordance with any restrictions outlined in this agreement and with the Library's policies and practices.

Does the Library have your permission to decrypt passwords or encryption systems, if any, to gain access to electronic data received as part of the materials?

Yes
 No

If no, such materials may not be retained by the Library.

Does the Library have your permission to recover deleted files or file fragments, if any, and provide access to them to researchers?

Yes
 Yes, under the following conditions
 No

Does the Library have your permission to preserve and provide access to log files, system files, and other similar data that document your use of computers or systems, if any are received with the materials?

Yes
 Yes, under the following conditions
 No

Privacy

The Library will review the materials in the collection in an attempt to identify items that contain sensitive information. Please indicate below your awareness of materials that may sensitive information.

To the best of my knowledge, these materials do not contain sensitive information.

OR

I believe that the materials are likely to contain sensitive information such as
 Social Security numbers
 Bank account numbers

- Passwords
- Medical records
- Counseling records
- Student records
- Employment records
- Materials covered by attorney-client privilege
- Research data related to human subjects
- Federally Classified or Federally restricted materials
- Other materials that have specific privacy concerns, please specify _____

BENTLEY HISTORICAL LIBRARY UNIVERSITY OF MICHIGAN



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Section 3: Access Policies

University records are public records and once fully processed are generally open to research use. Records that contain personally identifiable information will be restricted in order to protect individual privacy. Certain administrative records are restricted in accordance with university policy as outlined below. The restriction of university records is subject to compliance with applicable laws, including the Freedom of Information Act (FOIA).

CATEGORIES OF RESTRICTED RECORDS

- Personnel related records, including search, review, promotion, and tenure files, are restricted for thirty years from date of creation.
- Student educational records are restricted for seventy-five years from date of creation.
- Patient/client records are restricted for one-hundred years from date of creation.
- Executive Officers, Deans and Directors records
As of January 1, 2001, university records generated by the university's Executive Officers, Deans, Directors and their support offices are restricted for a period of twenty years from their date of accession by the Bentley Historical Library. The restriction is subject to applicable law, most notably the Freedom of Information Act (FOIA).

For further information on the restriction policy and placing FOIA requests for restricted material, consult the [reference archivist](#) at the Bentley Historical Library or the [University of Michigan Freedom of Information Office website](#) 

UARP Records Policy and Procedures Manual - January 1993, 1st ed.,
September 2002, 2nd ed.

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BEINECKE RARE BOOK & MANUSCRIPT LIBRARY

BORN DIGITAL ARCHIVAL ACQUISITION
COLLECTION & ACCESSION GUIDELINES

The Beinecke Library (BRBL) is committed to collecting, preserving, and providing access to important literary archives including materials documenting creative processes, writing lives, aesthetic communities, publication records, etc. in a range of formats and media. In keeping with this commitment, the Library recognizes and appreciates the increasing and inevitable significance of born-digital materials in literary archives. We have established, therefore, a flexible framework for working with archive creators and their representatives in various contexts to systematically, efficiently, and safely work with born digital manuscripts, correspondence, and related materials as they are acquired, accessioned, organized, maintained, accessed, and used for various research and education purposes.

To that end, the Beinecke Library employs the following guidelines in approaching the assessment, evaluation, collection, capture, accession, and preservation of materials created using digital media;

--BRBL collects digital archival materials in any and all relevant formats (including text, image, sound, etc);

--In acquiring born digital materials, a forensic approach, including the capture by “snapshot” of all working files on a specific computer, will be the preferred method of acquisition; in most cases BRBL will wish to capture entire digital environments without any advanced collection editing by creator or curator;

--Because BRBL is interested in collecting digital materials that have substantive research value, such materials may be segregated from other materials in a broadly-conceived digital archive (spam and other commercial email, for example, may be excluded; extensive personal image or sound file collections may be curated by BRBL before collection and accession). This more limited acquisitions approach will be applied primarily in cases where a small group of materials are to be acquired (a specific body of correspondence, for instance) and not in the case of acquisition of a complete archive;

--In order to retain whatever organization, file structures, and associated data exists in the a digital archive or collection, BRBL staff members need direct access to digital files in their original environment to perform data appraisal, capture, and verification; it is suggested that representatives of archive creators (family and friends, book dealers, agents) should not manipulate, rearrange, extract, copy etc. data from its original source in anticipation of offering the materials to BRBL for gift or purchase.

Beinecke Deed of Gift section applying to curation of born-digital material

6. Terms and Conditions

Yale has accepted Donor's gift of the Property, subject to the following terms and conditions:

B. Donor acknowledges and agrees that upon execution of this Deed of Gift, the Property shall irrevocably become the property of Yale. Donor further acknowledges and agrees that the administration, use, physical display, care, treatment, preservation, conversation, and/or maintenance of the Property, including without limitation any conversion or transferral of the Property into microform, digital format, or any other format or medium now existing or hereinafter devised, shall be at Yale's sole discretion, unless otherwise provided for in this agreement.