

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BROADCASTING BOARD OF GOVERNORS AND THE
REGENTS OF THE UNIVERSITY OF MICHIGAN**

This Memorandum of Understanding (“MOU”) is by and between the Broadcasting Board of Governors (hereinafter “BBG”), an entity of the United States Government, with its headquarters located at 330 Independence Avenue, S.W., Washington, D.C. 20237 and the Regents of the University of Michigan (hereinafter referred to as the “UM”), an educational institution, located at 920 North University Avenue, Ann Arbor, Michigan 48109-1205. BBG and UM are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the BBG is authorized to enter into this MOU under the Foreign Affairs Reform and Restructuring Act of 1998, Pub. L. No. 105-277, §1323 (e)-(i), 112 Stat. 2681-761, 778-79, (codified at 22 U.S.C. § 6204).

WHEREAS, the UM desires to digitize a one of a kind collection of audio materials owned by the BBG broadcast service Voice of America (hereinafter “VOA”) and compiled by Leo Sarkisian during his years as a broadcaster in VOA’s African Service (hereinafter “Collection”);

WHEREAS, the Parties are entering into this MOU for their mutual benefit to define their respective rights and obligations in relation to digitizing the Collection;

WHEREAS, the Parties agree that the UM will bear all costs associated with digitizing the Collection including, but not limited to, securely transporting the Collection from Washington, DC to Ann Arbor, Michigan and back to Washington, DC;

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I --TERM

This MOU is effective upon the day and year of the signature affixed the latest in time, shall remain in effect for one (1) year and may be renewed or extended by the mutual written agreement of both Parties.

ARTICLE II -- RESPONSIBILITIES AND RIGHTS OF THE UM

- A. To assume responsibility for all costs associated with securely transporting the Collection from Washington, DC to Ann Arbor, Michigan and back to Washington, DC;
- B. To digitize all or that portion of the Collection made available to UM at the UM in an appropriate preservation format at no cost to VOA;
- C. To create metadata according to the specifications provided by BBG for the digitized Collection;
- D. To store the digitized Collection on a UM server at no cost to VOA;
- E. At the election of UM, in its discretion, to provide access to the digitized Collection for teaching, research and other non-commercial purposes; and
- F. To provide access to the digitized Collection to VOA.

ARTICLE III -- INTENTION OF THE VOA

- A. The VOA intends to provide the Collection, which consists of approximately twenty thousand reels, to the UM in small quantities over time. The VOA will provide UM initial quantities from the Collection that will not exceed one hundred (100) reels. After UM has returned all 100 reels to VOA, the VOA will examine them and the digitized format. If the 100 reels are in the same condition that they were in when provided to UM by VOA and the digitized format is acceptable, as determined in VOA's sole discretion, VOA will provide UM another small quantity of the Collection. UM will notify VOA of those reels that UM deems most appropriate for the initial and for each subsequent phase of digitization; however, the choice of which reels are to be provided to UM for digitization shall be in the sole discretion of VOA.
- B. VOA may terminate this MOU at any time if it believes that the Collection is at risk or the digitizing is not acceptable or the digitized format is not acceptable.

ARTICLE IV – CONSIDERATION

Neither Party shall have any monetary obligations under this MOA. The sole consideration hereunder is in the form of various mutual covenants and undertakings of each respective party as detailed herein. Each Party bears

the cost and risks associated with fulfilling its covenants and undertakings and shall have no additional obligations in the event of early termination of this MOA.

ARTICLE V -- NON ASSIGNMENT

Each Party shall not assign any of its rights and obligations hereunder without the prior written consent of the other Party.

ARTICLE VI -- DISPUTES OR INTERPRETATION OF MOU

- A. This MOU shall be governed and construed under United States law.
- B. In the event of a disagreement concerning the interpretation or implementation of this MOU, the Parties shall endeavor to settle their dispute amicably by means of negotiation. Disputes regarding interpretation or application of this MOU that cannot be resolved by negotiation shall be submitted to the Deputy Director of the International Broadcasting Bureau, or his/her designee, and to the Dean of Libraries of UM, or his/her designee, for final resolution.

ARTICLE VII -- NOTICES

- A. All official communications under this MOU shall be in writing.
- B. All notices to be given hereunder must be given, and shall be effective in accordance with the following: (a) by hand delivery, in which case notice shall be deemed given on the day of such hand delivery; (b) by facsimile with confirmation of receipt, in which case notice shall be deemed given on the day of such facsimile; or (c) by overnight courier, in which case notice shall be deemed given three (3) business days following deposit with such courier. Notices for all Parties must be sent to the addresses set forth herein. Any Party may change its record address and/or facsimile upon written notice to all the other Parties in accordance with this paragraph.

BBG: Contractual Matters:
ATTN: Cherylynn Peters
Title: Contracting Officer
Office of Contracts
330 C Street, SW,
Washington, DC 20237

BBG: Technical Matters:
ATTN: Matthew Lavoie
Title: Producer
Office: African Division
330 Independence Ave., SW,
Washington, DC 20237

UM: University of Michigan Library
ATTN: Barbara MacAdam
Title: Associate University Librarian for Public Services
818 Harlan Hatcher Graduate Library South
920 North University Avenue
Ann Arbor, Michigan 48109-1205

UM: African Studies Center
ATTN: Kelly M. Askew
Title: Director
Suite 2620, International Institute
1080 South University Avenue
Ann Arbor, Michigan 48109-1106

ARTICLE VIII – MODIFICATIONS

This document constitutes the entire agreement between the Parties. No modification changing its scope or terms shall have any force unless it is in writing and signed by both Parties.

ARTICLE IX – UM’S RESPONSIBILITY FOR THE COLLECTION

The Parties agree that UM shall assume liability for and shall bear all risks of damage or loss to the Collection while in its possession, including periods of transit to and from Ann Arbor, Michigan.

ARTICLE X—COLLECTION OWNERSHIP

The Collection shall at all times remain the sole and exclusive property of BBG and the UM shall not acquire any rights or property interest therein. BBG shall have the right to display such ownership notice on the Collection by affixing an identifying plate, stencil or other indicia of ownership on the Collection.

ARTICLE XI -- AUTHORITY TO CONTRACT AND/OR ENTER INTO AGREEMENTS

The Parties hereby represent that they have the full legal authority to enter into and legally bind their respective organizations to the terms and conditions of this MOU and any modifications thereto.

IN AGREEMENT TO THE ABOVE, the Parties hereto have signed this MOU effective the day and year of the signature affixed the latest in time.

**FOR THE BROADCASTING
BOARD OF GOVERNORS**

**FOR THE REGENTS OF THE
UNIVERSITY OF MICHIGAN**

Cherylynn Peters
Contracting Officer

Paul N. Courant
Dean of Libraries

Date

Date