

ADDENDUM

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

This ADDENDUM to the 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.”

The University of Michigan and the Broadcasting Board of Governors desire to accomplish the loan of the entire corpus (original sound recordings, selected playback equipment, and associated paper records) of the Leo Sarkisian Collection (hereafter “Collection”) from Voice of America (hereafter “VOA”) Offices in Washington DC to UM. The loan supports the needs of faculty and students at UM to use the Collection for teaching, research, and scholarly purposes. Such purposes encompass ongoing and future research/scholarly projects at UM as well as the training of graduate students in the processing, handling, and service on this and similar large and comprehensive audiovisual collections. A loan of the complete Collection (for a limited duration) supports the need of VOA to free valuable space for new administrative purposes while keeping the Collection accessible for use by VOA staff. UM and VOA seek to avoid implementing the far less desirable alternative option of storing the Collection in limited access underground storage in Pennsylvania.

Purpose of Addendum

The purpose of the ADDENDUM is to modify certain provisions in the existing MOU and to provide for a broader agreement regarding the Collection. The existing MOU defines the relationship between VOA and UM regarding access to and digitization of the Collection. The existing MOU is too limited in scope to encompass the loan of the entire Collection from VOA to UM, as well as the storage, processing, and handling of the collection by UM. In cases where the original MOU and the addendum are in conflict, the addendum supersedes the original MOU.

Estimated Size and Scope of Music Time in Africa Collection

Leo Sarkisian, the principal producer of the Voice of America’s Music Time in Africa radio program, compiled and used the Sarkisian Collection over a 40 year period (ca. 1960 to 2000). Successive VOA programmers Matthew Lavoie and Heather Maxwell have utilized the collection for their radio programs and blogging activities. The Collection presently is housed at the Voice of America headquarters in a single room containing open shelving. See **Figure 1** for panorama view of room. The Collection consists of four components that are appropriate for transfer. Additionally, selected playback equipment is included with the Collection to support playback for archival processing and preparation for digitization.

1. Music Time in Africa (5" reels) – See Figure 2

- *Approximately 2,517 reels*
- *Approx. 5.5 cases of reels (each case at VOA has 7 rows, 3 feet in length)*

2. Sarkisian Original Field Recordings (7" reels) – See Figure 3

- *Approximately 7,400 reels*
- There are 24 cases of recordings; field recordings mostly have distinctive red lettering. There are approximately 44 reels per row; about 300 reels per case.

3. Promo reels (7" or 5") sent from African music producers and radio stations

- *Transfer quantity TBD*
- VOA Task: sort through shelves and separate out these 7" reels from the field recording reels, ensuring no field recordings are missed

4. Cassettes

- *Transfer quantity TBD*
- VOA Task: separate the cassettes are unique recordings or copies of the reels; determine the scope of the unique recordings; transfer unique recordings to UM

5. Loose papers

- *Approximately 10 linear feet*
- In addition to the papers stored with MTIA and field recordings, there are small stacks of Leo Sarkisian notes tucked on different shelves.
- VOA Task: assemble and box papers and records related to Leo Sarkisian and the Collection

Other components of the Sarkisian Collection are out of scope for this loan, including LP and 45 rpm recordings and commercially produced cassette recordings. These materials will be retained by VOA.

Modifications to Existing MOU

The terms and conditions of MOU between BBG and UM remain active and in force except for the following modified provisions:

Article I – Term: Responsibility for transfer

Article II – Responsibilities of UM: see revised list of responsibilities

Article III – Intention of BBG: transfer entire Collection in single shipment

Article VII – Notices: revision of names and addresses of Parties

Article I: Term

The MOU will be in place for five years from the date of signing. The MOU will be reviewed by representatives of BBG and UM after four years, at which point mutually agreeable modifications to the MOU may be made. At the expiration of the agreement, the Parties may choose to renew the MOU for a mutually agreeable period.

All costs associated with the loan of the Collection to UM will be the responsibility of BBG. By providing notice to UM of six months or longer, the BBG may request the return of the Collection to VOA offices or shipment to another location. All costs associated with the delivery of the Collection from UM to a new location will be borne by BBG.

Article II: UM Responsibilities

- A. To accept delivery of the Collection from VOA.
- B. To store the Collection in a secure and environmentally temperate shelving facility.
- C. To make the Collection physically accessible to faculty and students for teaching, research, scholarly, and other non-commercial purposes
- D. To provide reasonable and specific reference services for the Collection to VOA.
- E. University of Michigan School of Information will provide for archival processing of the Collection with the support of outside grant funding and/or student projects incorporated into graduate-level courses. Archival processing shall include appraisal of archival value, appropriate arrangement and description activities, and the creation of finding aids with a metadata appropriate to the nature and expected uses of the materials in the Collection.
- F. University of Michigan School of Information will seek outside grant support for the digitization of selected high-value or high-use portions of the Collection, and provide a copy of the digitized portions of the Collection to VOA at no cost. Digitization activities are contingent on outside funding.
- G. To utilize the collection for faculty research and use by students training for careers in audiovisual archives and preservation.
- H. To consult with BBG representatives and seek guidance on the disposition of duplicates (e.g., exact copies of tape recordings) and out of scope materials (e.g., commercial recordings protected by national and/or international copyright laws) that are identified in the course of archival processing and/or digitization.
- I. To return the Collection to VOA prior to the end of the term should circumstances at UM warrant that the Collection is no longer of use or value. UM will bear all shipping costs if UM chooses to return the collection prior to the end of the term.
- J. To not destroy any part of the Collection without express written approval from the BBG.

Article III: BBG Intent

- A. To deliver the entire Collection to UM in one shipment before 31 December 2014.
- B. To inventory the Collection prior to shipment, including weeding the Collection of easily identifiable duplicates and out of scope materials and creating an inventory of the loaned Collection at the box level or more detail as appropriate for adequate physical control.
- C. To box the Collection and provide for shipment to UM at no cost to UM.
- D. To maintain open lines of communication between VOA producers and UM faculty and staff in support of the archival processing and digitization of the collection.
- E. To determine the disposition of duplicate materials and out of scope materials shipped to UM. All materials returned to BBG during the life of the MOU will be shipped at the expense of BBG.

Article VII: Notices

BBG: Contractual Matters
ATTN: Kataryna DeLisle
TITLE: Assistant General Counsel
330 Independence Ave., SW
Washington, DC 20237
kdelisle@bbg.gov

KLD

BBG Technical Matters
ATTN: Heather Maxwell
TITLE: Host/Producer - Music Time in Africa, and African Music Editor
OFFICE: English to Africa Service, English Division
330 Independence Ave., SW
Washington, DC 20237
Hmaxwell70@gmail.com

UM: University of Michigan Library
ATTN: Elaine Westbrook
TITLE: Associate University Librarian for Research
818 Harlan Hatcher Graduate Library South
913 South University Avenue
Ann Arbor, MI 48109-1205
ewestbrk@umich.edu

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

UM: School of Information
ATTN: Paul Conway
TITLE: Associate Professor
4427 North Quad
105 S University Avenue
Ann Arbor, MI 48109
pconway@umich.edu

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

FOR THE BROADCASTING BOARD OF GOVERNORS

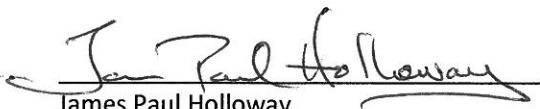


André Mendes
Director of Global Operations

9/17/14

Date

FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN



James Paul Holloway
Vice Provost for Global and Engaged Education

Aug 29, 2014

Date

Figure 1. Music Time in Africa Collection – Panorama of Materials in Place



Figure 2. Music Time in Africa recordings (5" reels)



Figure 3. Sarkisian Original Field Recordings (7" reels)

