

HathiTrust Shared Print Program Agreement

This agreement (“Agreement”) between the Regents of the University of Michigan on behalf of HathiTrust (“HathiTrust”) and [Institutions Name] (“Library”) describes the terms under which the Library will participate in the HathiTrust Shared Print Program (“Program”). The Program is a distributed shared collection program in which participating libraries (“Retention Libraries”)—of which the Library is one—retain certain print holdings as disclosed in the Registry described in Section 1.3 (“Retained Holdings”) and loan volumes in the Program to HathiTrust members.

The Program: A General Description. Through the HathiTrust Shared Print Program, HathiTrust and Retention Libraries work together to assure that print volumes corresponding to HathiTrust digital holdings are retained, catalogued, discoverable, and made available through a collaboration of HathiTrust member libraries committed to these shared objectives. HathiTrust supports the structure of the Program, promotes and maintains operating policies and guidelines, and establishes services to enhance the value of the Program for Retention Libraries and HathiTrust members. Retention Libraries steward the retention of certain print holdings, maintain catalog records of those holdings, and facilitate loaning volumes in the Program to HathiTrust members.

1. **HathiTrust Responsibilities.** HathiTrust agrees to
 - 1.1. coordinate and support efforts to identify Retention Libraries to retain print volumes that correspond to volumes in HathiTrust;
 - 1.2. maintain a set of Operating Policies and Guidelines (“Policies”) for the Program in consultation with Retention Libraries and HathiTrust members;
 - 1.3. maintain a shared print registry (“Registry”) that identifies Retained Holdings;
 - 1.4. seek to develop new and innovative ways to benefit Retention Libraries, HathiTrust members, and their respective patrons through the Program;
 - 1.5. support the Program through the established HathiTrust budget processes; and
 - 1.6. continue to support the Program through December 31, 2042.
2. **Library Responsibilities.** Library agrees to:
 - 2.1. retain and not to relinquish ownership of any Retained Holdings prior to January 1, 2043;
 - 2.2. maintain Retained Holdings in their original artifactual form (where possible) under the environmental and preservation practices described in the Policies;
 - 2.3. disclose Program retention commitments in its local collection management systems, in the Registry, and in other systems that enable resource-sharing and collection analysis, using the metadata, disclosure, and discovery practices described in the Policies;
 - 2.4. take all reasonable steps to replace lost, stolen, or seriously-damaged Retained Holdings in a timely manner and to notify HathiTrust if a volume cannot be replaced;
 - 2.5. loan Retained Holdings to HathiTrust members under the lending practices described in the Policies; and
 - 2.6. participate in the Program in accord with the Policies.
3. **Early Withdrawal.** If the Library can no longer maintain some or all of the Retained Holdings (except those described in Section 2.4), the Library agrees to take one of the following actions: 1) transfer the physical volumes to another Retention Library; 2) transfer the retention responsibilities to corresponding volumes held by one or more Retention Libraries, or 3) secure confirmation from HathiTrust that transfer of volumes or retention responsibility is not required. Any transfer of materials or responsibilities shall be performed at the Library’s expense. The Library agrees to retain the materials and to provide access to the materials as described in Section 2 until the materials or responsibilities are transferred.

4. **Program Review.** HathiTrust and Retention Libraries will review the Program no later than December 31, 2040 to determine if it will expire or be extended. If the Program is extended, each Retention Library may either execute a revised Agreement or end its participation with no further obligation to retain its Retained Holdings.
5. **Successors/Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. The Library may not assign this Agreement without written approval from HathiTrust.

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

FOR [Institution Name]:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____