Data-PASS: Data Preservation Alliance for the Social Sciences

Articles of Collaboration

The Data Preservation Alliance for the Social Sciences (Data-PASS) is a partnership sponsored by the Library of Congress’ National Digital Information Infrastructure and Preservation Program that will identify, appraise, acquire, catalog, and preserve data used for social science research.

1. Membership

Members of the Data-PASS partnership include the Inter-university Consortium for Political and Social Research (ICPSR) at the University of Michigan, the Howard W. Odum Institute for Research in Social Science at the University of North Carolina at Chapel Hill, the Institute for Social Inquiry/The Roper Center at the University of Connecticut, the Harvard-MIT Data Center of the Institute for Quantitative Social Science at Harvard University, the Henry A. Murray Research Archive of the Institute for Quantitative Social Science at Harvard University, and the Electronic and Special Media Records Service Division of the National Archives and Records Administration (NARA).

Each of the Data-PASS partners will take the lead in identifying, acquiring and preserving specific areas of at-risk social science research. These areas are outlined in the partnership’s Appraisal Guidelines, as well as in the partnership’s Content Selection Policy.

2. Management Structure

The Inter-university Consortium for Political and Social Research will be the lead organization for the partnership. It will take responsibility for communicating with the Library of Congress, and for ensuring the completion of the partnership’s responsibilities. ICPSR will lead the partnership in developing identification and selection, disclosure analysis and minimization, and metadata standards.

The key participants in the partnership will be the five university-based organizations (ICPSR, Odum, Roper, Harvard-MIT, and Murray), who will share the Federal funds made available by the Library of Congress. NARA will participate in all decision making, but will not share in the financial support.

Major decisions for the partnership will be made by a Steering Committee composed of the Principal Investigator (or a delegate) from each of the initial partners, and a representative of NARA. If appropriate, staff from the Library of Congress will be invited to join Steering Committee meetings. If there are additional, more limited partners, a representative of one of them will be chosen to join the Steering Committee. The Steering Committee will convene frequently by telephone in the early months of the project, and meet in person twice annually, rotating the meetings among the partners. After the project is well established, meetings may be less frequent.
In addition to the Steering Committee, the partnership will establish an operations committee that will focus on the identification tasks, as well as the acquisition, standards, and common catalog tasks. This committee will generally convene by telephone and will be made up of operations staff of the partnering archives.

In addition to these committees, the consortium model provides for two advisory committees, one composed of members representing private research organizations, and one made up of members representing university-based research organizations. These committees will meet occasionally as needed.

3. Addition/Withdrawal of Membership

Other organizations may choose to join the Data-PASS partnership later, in order to share in the standards and technologies developed by the partnership, or to share in the long-term preservation assurance offered by the common catalog, common replicas of content, or other services. Additional partners will be welcomed so long as they meet the conditions of the Articles of Collaboration and are willing to adopt the standards of appraisal, metadata, content quality, disclosure minimization, and security that the partnership will develop. New partners will not be guaranteed a share of the Federal funding, although funds may be available to support important activities. Partners who join without funding will have a say in developing standards. There will be no fees associated with joining the partnership during the period that funding is available from the Library of Congress, but partners will be expected to pay for travel associated with meetings of committees.

In addition to membership in the partnership, other participants may take a supporting role in the partnership as providers of content or technology. These organizations would not necessarily become full members of the partnership, and would not be required to agree to all the terms of the partnership Articles of Collaboration.

Data-PASS partners may withdraw from the partnership at any time provided they give 90 days notice to the partnership Steering Committee. Upon withdrawal, copies of the material collected or created for the partnership – whether intellectual, proprietary, or physical – will be transferred to an existing partner. ICPSR will be the final repository for non-Federal materials and NARA the final repository for Federal materials.

4. Subcontracting

The partnership will use the services and goods offered through its own institutions to the maximum extent in managing and performing the identification, appraisal, acquisition, cataloging, and preservation of data used for social science research. When needed, partners may obtain services and goods through reputable external subawardees, subcontractors and/or consultants. External services and goods should be procured in accordance with written organizational standards, in accordance with the governing cost principles, and within the limits of the available funding.
5. Reporting

The partnership will submit quarterly and yearly reports to the Library of Congress using Library developed templates. A final report, as well as phase completion and interim reports, will also be submitted. These reports will summarize key events or activities, note special problems or difficulties encountered, indicate the work plan schedule and progress, and clearly state any deviations from the schedule with accompanying explanations. Listserv e-mail accounts will also be available for the partnership to communicate across the network of National Digital Information Infrastructure and Preservation Program Awardees.

Internal reports and communications will be exchanged between partners electronically.

The partnership will issue quarterly financial reports using a Library of Congress issued quarterly financial reporting template. Likewise, the partnership will issue an annual financial report on a yearly basis, and a cumulative Financial Status Report at the close of the award period. The cumulative financial report will attest to the partnership’s overall compliance with the methodology for determining in-kind contributions, as well as the assurance that the total amount of resource contributions to the project is fairly stated and is in conformance with applicable cost principles.

The partnership will maintain project records – including financial records, supporting documents, statistical records, and all other records pertinent to the Data-PASS partnership and project – for a period of three years from the date of submission of the final report to the Library of Congress.

6. Cost Sharing

Partners will be required to match on a 1:1 basis Federal funding from the Library of Congress. Contributions may be in either cash or in-kind or both.

7. Funding and Accounting Requirements

Federal Share funds from the Library of Congress will be deposited through the U.S. Department of Treasury’s Automated Standard Application for Payments system on a staged basis with ICPSR, which will then be distributed to the respective Data-PASS partners. The partnership will submit to audits requested and paid by the Library of Congress. Funds will be maintained using a financial management system, including an accounting system that is in compliance with the requirements of the OMB Circular A-110. Financial records will be maintained for a period of three years from the date of submission of the final report to the Library of Congress. The partnership will use funds disbursed as part of the Federal Share for approved project costs only.
8. Technology

The Virtual Data Center (VDC), a complete open-source, digital library system, will serve as the core of the technological infrastructure of the partnership. The VDC implements the Data Documentation Initiative (DDI) metadata standards espoused and enriched by the partnership, and provides built-in support for format migration and persistent naming.

All content acquired by the partnership will be stored at the primary site of collection, as well as in mirrored storage through the VDC system hosted at the Harvard-MIT Data Center. HMDC will also support the Library of Congress using the system, or setting up their own VDC node, upon request. The partnership will validate a random sample of the at-risk holdings annually and "refresh" the media and migrate file and metadata formats prior to the end of their lifespan or upon the obsolescence of the format. In addition, members will convert the storage format of any collections deemed to be at-risk if those formats are no longer supported in current software packages, or do not easily lend themselves to conversion by individual researchers. Multiple copies of all data will be made, with each stored in a different physical location (one off premises). Security copies will be stored on media recognized as reflecting best practice for archival preservation qualities.

9. Data & Intellectual Rights

The partnership will try to make all materials it collects available to its constituent communities. Not every valuable item of digital content will bring with it dissemination rights; some – primarily data with confidential information – will be acquired for preservation alone. In these cases, the partnership will attempt to create either public use files (with confidential data missing or recoded) or data enclaves with added security features in place to ensure the safekeeping of the most confidential data and restrict public access.

The university-based partners, with the exception of the Murray Research Archive, will not retain copyright of data identified and acquired under the auspices of this partnership. The partners will, however, require that the transferring organization provide assurance that they, in fact, hold implicit or explicit copyright to their work and have the right to make it publicly available through the partnership and the Library of Congress. A rights management database will record the terms and conditions of the permissions secured for the collected content under the Data-PASS partnership. Individual members of the partnership will own any copyright that exists in works the partnership creates or further develops, and all members, and the Library of Congress, will be granted a perpetual, royalty-free license to use the work in any way that member sees fit. Such works will include any rights management databases and any descriptive, administrative, structural metadata or software tools created pursuant to this partnership.

When software or related tools are created for use by the partnership, each partner will be supplied with one electronic copy of a fully commented source code language statement
in a form suitable for reproduction, and an Open Source Software (OSS)-approved license to use the code. The source code will include all materials, listings, information and documentation necessary to enable a reasonably skilled programmer to maintain, modify, and enhance the software without the aid of any other person or reference to any other non-public materials.

10. Transfer Protocols

In the event that one of the partner institutions should no longer be able to retain the material they acquire, it will be transferred to one of the other partners. Both the original material and any additional material derived from the originals will be transferred.

Any partner that can no longer retain their material will provide the Partnership with ninety (90) days written notice to provide for a reasonable transition. A determination regarding the most suitable partner to receive the material will be based on the subject matter and content of the materials as well as any economic encumbrances that may be involved in the transfer.

Ultimately, ICPSR would be the likely final repository for non-Federal materials and NARA the final repository for Federal materials. In the event that the university-based archives are no longer able to retain and preserve the content, they will agree to offer it to NARA. Materials acquired by the university-based archives that are not suitable for preservation by NARA because they are not related to Federal activity would be transferred to the Library of Congress in the most current format.

11. Disputes

Any disputes amongst the Data-PASS partners will be handled by the partnership’s Steering Committee.

12. Term of the Articles of Collaboration

It is anticipated that these Articles of Collaboration will remain in place for the duration of the Data-PASS partnership, as initially constituted by the National Digital Information Infrastructure and Preservation Program award. The partners may extend by mutual written agreement the term of this Agreement if funding availability and acquisition/preservation opportunities reasonably warrant.

13. Post-Contract Commitments

The partners will work to ensure that the digital materials in the holdings (including data and documentation files, both the original materials and any public use files that may be produced) remain accessible, complete, uncorrupted, and usable over time. To that end, the partners will continue to provide for the maintenance of these holdings after the contract with the Library of Congress expires. Additional funding sources will be sought;
however, every effort will be made to ensure the capability and commitment to providing long-term stewardship of the project materials.

14. Amendments

No amendment or changes to any provision of the Articles of Collaboration shall be valid unless in writing and signed by an authorized representative of each Data-PASS partner organization.

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