

RESEARCH AGREEMENT

THIS RESEARCH AGREEMENT is entered into as of the date of the last signature on this Agreement (the “Effective Date”) by the Association of Research Libraries (ARL) with offices located at 21 Dupont Circle, NW, Suite 800 Washington DC 20036 (“Sponsor”). ARL and The University of Florida Board of Trustees, a public body corporate of the state of Florida with offices at the UF Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 (“University”), collectively referred to as the “Parties.” Sponsor and University agree to the following.

BACKGROUND

University’s research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Agreement is aimed to produce results of mutual interest to University and Sponsor. Specifically, by advancing the instruction, research, and public service missions of University, and to Sponsor, through the potential to create or enhance technologies to assist in Sponsor’s development of new products or processes.

ARL is providing funding to University in support of the Project, and flow-down terms are included in this Agreement according to Appendix C.

SECTION 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the work that is described in Appendix A (the “Project”) according to the standards of a United States institution of higher education.
- 1.2 Period of Performance. The period of performance for the Project will begin on January 18, 2021, and end on December 31, 2021.
- 1.3 Principal Investigator. The “Principal Investigator” is Brian W. Keith, of the George A. Smathers Libraries at the University of Florida, who is responsible for performance of the Project on behalf of University. If Brian Keith ceases to serve as Principal Investigator for any reason, University shall promptly notify Sponsor, and University and Sponsor shall use good faith efforts to identify a mutually acceptable replacement within sixty (60) days. In the event that University cannot find a mutually acceptable replacement, then University or Sponsor may terminate the Agreement.
- 1.4 Sponsor Technical Representative. The “Sponsor Technical Representative” is Gary Roebuck, who is Sponsor’s principal representative for consultation and communications with University and the Principal Investigator regarding technical matters that are involved with the Project. Sponsor may change its Sponsor Technical Representative upon thirty (30) days’ written notice to University.
- 1.5 Consultation. The Sponsor Technical Representative may consult informally with the Principal Investigator in person, by telephone, or by electronic means regarding the Project. University shall provide Sponsor Technical Representative with reasonable

access to University facilities where the Project is being conducted, but the Principal Investigator determines the exact time and manner of access.

SECTION 2 – RECORDS AND REPORTS

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results in accordance with customary University practice. For the duration of this Agreement at the convenience of the Principal Investigator, the Principal Investigator shall provide the Sponsor Technical Representative with reasonable access to research records.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the Sponsor Technical Representative that assess the accomplishments of the Project as follows.

<u>Report Type</u>	<u>Due Date</u>
Final Report	45 days after expiration or termination of the Agreement, unless otherwise agreed to in writing by the <u>Sponsor Technical Representative</u> .

SECTION 3 - COSTS, BILLINGS AND OTHER SUPPORT

- 3.1 Total Funding. Sponsor shall fund a maximum amount of eleven thousand, nine hundred dollars (\$ 11,900) for the Project.
- 3.2 Payments. Sponsor shall pay University in accordance with the following schedule after receipt of an invoice:

<u>Amount</u>	<u>Date</u>
\$ 5,950	Upon execution of the Agreement
\$ 5,950	March 1, 2021: Upon satisfactory completion of the Project per ARL and UF

Sponsor shall pay interest at the lesser of 1.5% above the prime interest rate and the maximum amount allowed by law for failure to make payments when due. The prime interest rate is calculated as published in *Wall Street Journal* on the first business day of default. Sponsor shall pay University for collection fees and legal fees that it incurs to collect outstanding balances.

3.3 Billing Addresses.

University shall send invoices to: 21 Dupont Circle, NW, Suite 800, Washington
DC 20036 email: finance@arl.org

Sponsor shall remit payments to: University of Florida
Revenue Team, Contracts & Grants Accounting
33 Tigert Hall
PO Box 113001
Gainesville, FL 32611
e-mail: cgrevenue@admin.ufl.edu
phone: 352-392-1235

Sponsor shall include the UF Project number, if known, on all billing correspondence.

SECTION 4 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS

4.1 Publications.

(a) Policy. Under University policy, University researchers must have the freedom to publish research results in journals, theses, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide Sponsor copies of the proposed publication or presentation to allow Sponsor to determine whether patentable subject matter or Sponsor's Confidential Information (defined in Subsection 4.2(a)) would be disclosed.

(b) Patentable Subject Matter. If Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).

(c) Confidential Information. If Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains Sponsor's Confidential Information, the researcher(s) shall delete Sponsor's Confidential Information.

(d) Publication. If Sponsor does not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

4.2 Confidential Information.

(a) Definition. “Confidential Information” means any confidential or proprietary information furnished by one Party (“Disclosing Party”) to the other (“Receiving Party”) in connection with the Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the Receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Project. University may refuse to accept any Confidential Information offered by Sponsor.

(c) Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party’s automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party’s standard archiving and back-up procedures, but not for any other use or purpose.

4.3 Proprietary Materials.

(a) (a) Definitions.

- i. “Proprietary Materials” means any materials and know-how (including, but not limited to the information and material listed in Appendix A) that are owned and furnished by one Party to the other Party in connection with performance of this Agreement.
- ii. “University Materials” refers to Proprietary Materials and know-how supplied by University, including, but not limited to the information and material listed in Appendix A.
- iii. “Sponsor Materials” refers to Proprietary Materials and know-how supplied by Sponsor, including, but not limited to the information and material listed in Appendix A.
- iv. “Project Materials” refers to materials that are generated by the Parties pursuant to the Project and may contain, in whole or in part, University

Materials and/or Sponsor Materials or be generated using University Materials and/or Sponsor Materials, including but not limited to, plasmids, cell lines, viral particles, or tissue containing Proprietary Materials as described in Appendix A.

(b) Limited Use and Transfer. The recipient may use Proprietary Materials and Project Materials received from the other Party only for work performed under this Agreement and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials or Project Materials received from the other Party in any in vivo experiments on human subjects. The recipient may not transfer any of the other Party's Proprietary Materials or Project Materials to any third party without the prior written consent of the other Party. Except as specifically permitted in the Project, under no circumstances will the recipient engineer, re-engineer, modify, deconstruct, design around or in any way determine the structure or composition of any Proprietary Materials or Project Materials. Each Party reserves the right to refuse to accept any Proprietary Materials or Project Materials offered by the other Party. Notwithstanding the forgoing, unless expressly provided otherwise herein, nothing in this Agreement shall be construed by implication, estoppel or otherwise as a license under any intellectual property rights owned or controlled by University of Florida or University of Florida Research Foundation.

(c) Notwithstanding the forgoing, any rights granted to Sponsor for Project Materials, including but not limited to right to use, or transfer to Sponsor, shall be dependent upon, and subject to University contractual rights and obligations and third party intellectual property rights related to the material.

(d) Warranty Disclaimer. Proprietary Materials and Project Materials furnished pursuant to this Agreement are provided for experimental purposes and may have hazardous properties. THE SUPPLIER MAKES NO REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS OR PROJECT MATERIALS, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS OR PROJECT MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

(e) Ownership and Return. The supplier (or any third party entrusting its materials to the supplier) owns its Proprietary Materials, even if such Proprietary Materials are incorporated into Project Materials. Upon expiration or termination of this Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) destroy any unused Proprietary Materials and Project Materials incorporating Proprietary Materials and/or generated using Proprietary Materials.

SECTION 5 -- PROJECT INTELLECTUAL PROPERTY

5.1 Definitions

(a) "Intellectual Property" means discoveries, inventions, improvements, and

prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of the Project.

(b) “Background Intellectual Property” means any intellectual property owned or controlled by a Party prior to the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) “Research Results” means data and technical information that are obtained in performance of the Project. Research Results are expressly excluded from the definition of Intellectual Property.

5.2 Ownership. University owns Intellectual Property that is conceived or made solely by employees of University (“University Intellectual Property”). Sponsor owns all Intellectual Property that is conceived or made solely by employees of Sponsor (“Sponsor Intellectual Property”). University and Sponsor jointly own Intellectual Property that is conceived or made jointly by employees of University and Sponsor (“Joint Intellectual Property”).

5.3 Disclosure. University shall provide Sponsor with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to UF Innovate, University’s technology licensing division (“Tech Licensing”). Sponsor shall provide Tech Licensing with a written disclosure of any Sponsor Intellectual Property promptly after it is disclosed by a Sponsor employee to Sponsor. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

5.4 Patent Rights.

(a) University Responsibility. If Sponsor directs that a patent application for University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of Sponsor (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to Sponsor. Sponsor and University shall cooperate to assure that patent applications cover, to the best of Sponsor’s knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, Sponsor may review and provide input. University shall keep Sponsor reasonably apprised as to developments with respect to the patent applications and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution. If Sponsor decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University’s sole expense with no further obligation to Sponsor.

(b) Cooperation. University and Sponsor shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii)

promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

(c) Payment of Expenses. Within thirty (30) days after University invoices Sponsor, Sponsor shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). Sponsor may elect, upon sixty (60) days' advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, Sponsor loses all rights under this Agreement with respect to patent rights in those countries.

- 5.5 Option Rights. University grants Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University's rights in Joint Intellectual Property (the "Option Right"). Sponsor's right commences when University notifies Sponsor pursuant to Section 5.3 and expires ninety (90) days later ("Option Period"). Sponsor may exercise the Option Right by written notice to Tech Licensing during the Option Period. If Sponsor does not exercise the Option Right during the Option Period, University may license its commercial rights under the relevant Intellectual Property to any third parties. If Sponsor exercises the Option Right, Tech Licensing and Sponsor shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after Sponsor's exercise of the Option Right, University has no further obligation to Sponsor for that Intellectual Property.
- 5.6 Licenses. In any license Tech Licensing grants to Sponsor for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate Sponsor to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.
- 5.7 Use of Research Results. Each Party may use Research Results for any purpose. However, in the case of Sponsor, the use may not infringe any claim of a patent application or an issued patent included in University Intellectual Property rights for which Sponsor has failed to obtain a license as provided in Section 5.5.
- 5.8 Copyrightable Works. University or its employees own any copyrighted or copyrightable works (including reports and publications) that are created by University employees in the performance of the Project. University and the Principal Investigator grant Sponsor an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute for internal purposes only any research reports that are furnished to Sponsor under this Agreement.
- 5.9 Research Partially Funded by Third Parties. If any patentable invention in the Intellectual Property has been funded by the federal government, this Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local

agency, this Agreement and the grant of rights in that Intellectual Property are subject to the terms of the applicable agreement. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

SECTION 6 - PUBLICITY

- 6.1 Sponsor may not use the name of University or of any member of University's Project staff in any publicity, advertising, or news release without the prior written consent of University. University may not use the name of Sponsor or any employee of Sponsor who is involved in the Project in any publicity, advertising, or news release without the prior written consent of Sponsor.
- 6.2 University is required by Section 1004.22 of the Florida Statutes to make available upon request the title and description of the Project, the name of the Principal Investigator, the name of the Sponsor, and the amount of funding.

SECTION 7 – WARRANTY DISCLAIMER; INDEMNITY

- 7.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF THE PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 7.2 Sponsor shall indemnify, defend, and hold harmless University, its trustees, officers, employees, and agents against any liabilities, damages, or claims (including attorneys' fees) that arise out of the use or possession of any information, reports, data, materials, services, intellectual property, and deliverables that are produced under this Agreement, except any liability, damages, or claims that result from negligence or willful malfeasance by University, its trustees, officers, employees, and agents.

SECTION 8 - TERMINATION

- 8.1 Termination. Either Party may terminate this agreement without cause upon sixty (60) days' prior written notice to the other.
- 8.2 Termination for Breach. If either Party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt.

- 8.3 Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that Sponsor’s rights under Section 5 do not survive termination for non-payment of any amounts due under this agreement or any other material breach by Sponsor. Except in the case of material breach by Sponsor, expiration or termination of this Agreement does not affect the Parties’ rights and obligations under Sections 3, 4, 6, 7, 8, and 10.
- 8.4 Payments on Termination. Upon early termination of this Agreement by either Party for any reason, UF will cease further obligation of funds for Services and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. Sponsor will pay UF for either (a) percent of completion or (b) deliverable completed to the date of termination and (c) any non-cancellable obligations on or before the date of termination pursuant to Section 3. University will refund any portion of SPONSOR advance payments not obligated pursuant to (a) or (b), and (c).

SECTION 9 - NOTICES

The Parties shall provide notices for this Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

<p>If to Sponsor</p> <p>Administrative: Gary Roebuck Associate Executive Director for Finance and Administration Association of Research Libraries 21 Dupont Circle, NW Suite 800 Washington DC 20036 gary@arl.org 202-296-2296, ext.137</p> <p>Technical Matters:</p> <p>Gary Roebuck Associate Executive Director for Finance and Administration Association of Research Libraries 21 Dupont Circle, NW Suite 800 Washington DC 20036</p>	<p>If to University:</p> <p>Administrative: Division of Sponsored Programs University of Florida 207 Grinter Hall Gainesville, FL 32611-5500 (352) 392-9267 ufawards@ufl.edu</p> <p>Technical Matters:</p> <p>Brian W. Keith Associate Dean, Administrative Services and Faculty Affairs George A. Smathers Libraries University of Florida Gainesville, FL 32611 352-273-2595 bwkeith@ufl.edu</p>
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SECTION 10 -- MISCELLANEOUS

- 10.1 Independent Contractor. University and Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 10.2 Insurance; Liability.
- (a) University has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. University has no liability insurance policy that can extend protection to any other person.
- (b) Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.
- 10.3 Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in Alachua County, Florida.
- 10.4 Assignment. Neither Party may assign this Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 10.5 Agreement Modification. The Parties may only modify this Agreement by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes and for extending the end date of this contract. No other terms of this Agreement may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.
- 10.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
- 10.7 Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Agreement. Sponsor shall notify University before providing University with any export controlled information or materials.


- 10.8 Dispute Resolution. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in Gainesville, Florida, failing which either Party may pursue any remedies legally available.
- 10.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
- 10.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 10.11 Counterparts and Execution. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.
- 10.12 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.

[Signatures to follow on next page]

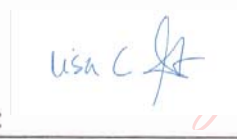
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSOCIATION OF RESEARCH LIBRARIES

THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES

Signature by: 

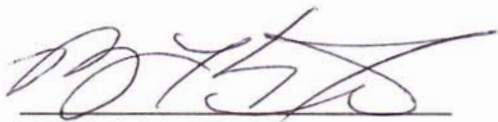
Name: Gary B Roebuck
Title: Associate Executive Director
Date: 1/15/2021



Digitally signed by
Lisa C Stroud
Date: 2021.01.15
16:07:01 -05'00'

Signature by:
Name: Lisa Stroud
Title: Associate Director, UF Sponsored Programs
Date: 1/15/2021

I have read and approve this Agreement, and I hereby assign to University all my right, title, and interest in any Intellectual Property.



Brian W. Keith
Principal Investigator

APPENDIX A PROJECT

Title: ARL PD Bank Programming and Testing

1. Background

Phase I

The ARL PD Bank was launched in April 2013. Personnel from the University of Florida developed this digital collection platform with the programming costs largely funded by ARL. Initially, only ARL member institutions could access the digital collection. Access soon expanded to library consortia, whose membership included at least one ARL member institution, including Association of Southeastern Research Libraries and the Canadian Association of Research Libraries.

The ARL PD Bank collection consists of position descriptions, annual assignments, and position vacancy announcements. The ARL PD Bank serves as a centralized source for libraries to investigate how other institutions organize and define functions. In addition, the PD Bank serves as a resource from which to investigate how library positions, functions, and services evolved over time. The system also offers supports for the storage and retrieval of position descriptions for personnel administrators at participating institutions.

The PD Bank was based on the conceptual model of an institutional repository. As a shared community platform, the system relied on institutions to:

- create records for positions and submit relevant documents, and
- provide descriptive metadata for the position records.

When a record is created by an institutional user, descriptive metadata is required for submission:

- Fulltime equivalency (FTE) level;
- Position status (filled, open, or discontinued);
- Position type (professional librarian; support or paraprofessional; other professional; or other);
- Appointment type (regular; tenure accruing or permanent; temporary/time limited; or residency/fellowship/internship);
- Library type (medical library; law library; non-university library; or all other); and
- Functional areas.

The data is critical to users for the discovery of records of interest. There is no process to identify or correct issues in metadata, so knowledgeable users are necessary. To facilitate this, institutions are required to submit a small number of records in a practice site in order to gain access to the live system and to the digital collection it contains.

Phase II

Soon after the launch of the ARL PD Bank, the ARL Board inquired about expanding the system to also harvest and serve as a digital archive for data from the ARL Job/Residency/Internship Listings service (ARL Job List). This was beyond the scope of Phase I. However, the ARL PD Bank as an existing web application featuring secure, restricted, credential-based access, remote back up and encryption of data and documents with a browseable and searchable digital archive interface was, however, well suited as a portal for this historic ARL Job site information.

In 2018, ARL funded the programming necessary to create an automated retrieval interface with the ARL Job/Residency/Internship Listings application programming interface (API) to collect data from user-submitted job postings. The data for each posting is converted into a templated PDF document. This PDF document is associated with a new unique position record in the PD Bank. The API was modified to collect the required metadata during the posting by users to support organizing, indexing and searching functionality in the PD Bank. The record and documentation are archive to the same digital preservation standards as the other content of the PD Bank. The web-based user interface of the ARL PD Bank, was modified to ensure ease and effectiveness of use.

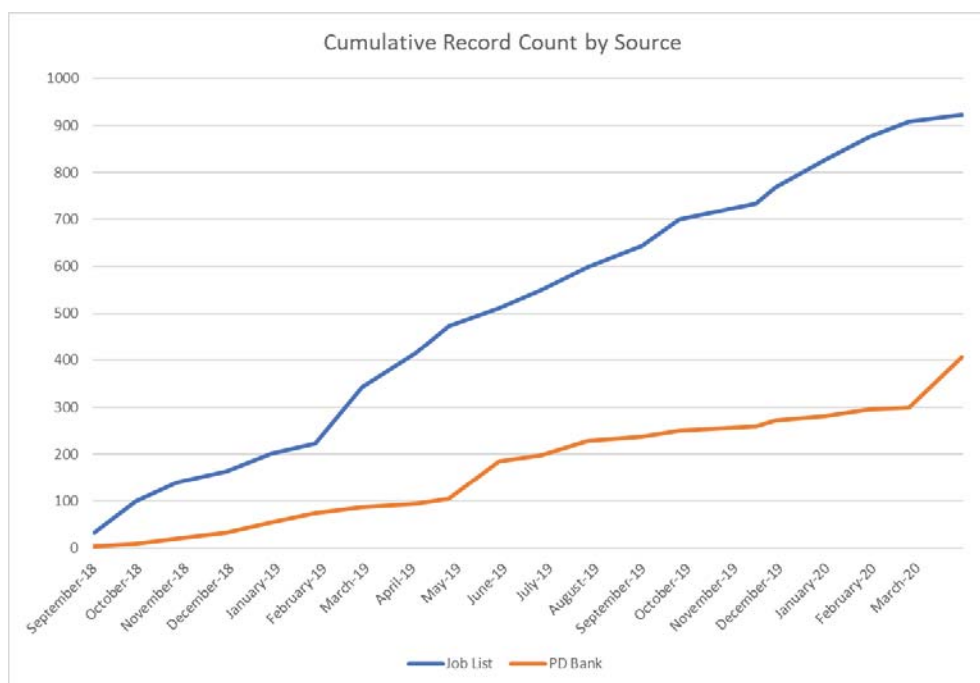
The ingest of records began in September 2018 and the role of the ARL PD Bank as an archive commenced.

2. Record Creation

As of May 20, 2020, the ARL PD Bank collection contained 3,005 total position records. Many records contain multiple position description documents.

From April 2013 through August 2018, 1,662 position records were actively created by institutional users in the ARL PD Bank, with an average of 26 records created per month.

From September 2018 (following Phase II) through April 2020, 1329 new positions were added to the collection – an average of 46 records per month; 406 other position records were created by users in the ARL PD Bank, with an average of 20 records per month. During this period, 923 other records were automatically ingested from the ARL Job List, with an average of 46 records per month. In comparison, more than twice as many records were ingested as created by users.



3. Advisory Group Recommendations

The ARL PD Bank Advisory Group has provided an accurate assessment the system’s current state and a series of recommendations for increasing the value of the digital collection. (Please see Appendix)

As they note, there are a number of institutions that are not actively using the system. Also, a number of registered users are inactive or have left the institution entirely. There are various reasons for this. First, system access has required institutions to “practice” submitting positions, before granting access to the live site, in order to reduce poor data. This bar for access is, in my opinion, minimal in time commitment but has certainly on some level discouraged access to the live site which is where the digital collection resides. Also, despite frequent marketing to target audiences in the first number of years, as we focused on implementing Phase II, these activities essentially ceased. As a result, many potential users are unaware of the collection or if aware, it is off their radar.

The Advisory Group also makes a series of recommendations. First they recommend reaching out to institutions to update user contact information. They also recommend implementing a new user agreement for institutions which would convey it is “the responsibility” of institutions to submit position descriptions and to keep their data and documents up to date. Also, new institutions would still be required to practice before gaining the ability to contribute records to the system, but for 6 months they would now have access to the live system as “view only”. If the institution failed to submit records in the practice site, they would be contacted by an Advisory Committee member with the intention of encouraging active contributions. The Advisory Group also recommends engaging in training and outreach, which are critical supports. These recommendations are well reasoned and should be considered by ARL.

Comments

Please note, to date, UF has encouraged institutions to actively contribute to the system, but with this came the need for them to submit accurate and consistent data, which required practicing. The practicing requirement has likely deterred some participation by institutions. With Phase II, the system is automatically ingesting the submissions by member institutions to the ARL Job List. In fact the majority of the new records are obtained that way. The ARL PD Bank is essentially an institutional repository, but now also serves as an archive of the submissions to the ARL Job List. This may change the expectations for member institutions to actively contribute to access the collection. Active participation in the live system, meaning the submission of records and metadata, requires some minimal practicing for quality assurance. As mentioned above, perhaps, as the system is now at least part archive, it is time to consider access without active participation. This should be determined by ARL.

One of the recommendations of the Advisory Group is to allow new institutions “view only” access to the live system for a minimum of 6 months. Either eliminating the practicing requirement or temporarily allowing view only access to the digital collection in the live site, will require the creation of a new role-type, for a modified institutional lead. The new institutional lead type could only approve new users with “Can View Data” privileges. These institutional leads, at least until their institution complies with the practice requirement, would not have the option to give new users from their institution privileges beyond viewing, like “Can Add/Edit Data”; “Can Delete Positions”; or “Institutional Administrator” roles. This will require programming. The ARL PD Bank is supported by UFIT personnel for maintenance and upgrades. As a project managed and supported by George A. Smathers personnel, the PD Bank qualifies for the internal university rate for these services: \$85 per hour.

4. Research Libraries UK (RLUK) and ARL Collaboration

Given that ARL has been approached by the Research Libraries UK (RLUK), a consortium of 37 research libraries across the UK and Ireland, about joining the ARL PD Bank. After discussions

with Dr. Matthew Greenhall, Deputy Executive Director, RLUK, the UF team has assessed this opportunity as being completely feasible with the understanding that it will require some substantive modifications to the system. The changes are discussed below.

US and Non-US Options for Position Type & Appointment Type Metadata

Each position record requires the submitter to indicate a Position Type and Appointment Type. The available options do not fit non-US institutions well, including Canadian ARL members, and should be addressed. For Position Type, the two paraprofessional options reference "exempt" and "non-exempt". This is derived from a US law: the Fair Labor Standards Act (FLSA). Under this, positions are "exempt" or "nonexempt." This is a fundamental way of categorizing US positions but does not translate well. Regarding Appointment Type, Tenure Accruing library positions seem to be uncommon outside of the US, and Permanent appointments more common. To address these issues, the team proposes to add a flag in the system for US/non-US institutions. The two groups would have slightly different options for institution users when adding a new record and editing metadata for existing records, based upon the flag for US/non-US for the user's institution:

US institution options (current)	Non-US options (added)
<p>4. Position Type:</p> <ul style="list-style-type: none"> · Professional Librarian · Other Professional · Support or Paraprofessional (exempt only) · Support or Paraprofessional (non-exempt) · None of the above <p>5. Appointment Type:</p> <ul style="list-style-type: none"> · Tenure Accruing or Permanent Status Eligible · Regular · Temporary / Time Limited · Residency / Fellowship / Internship 	<p>4. Position Type:</p> <ul style="list-style-type: none"> · Professional Librarian · Other Professional · Support – non-US · None of the above <p>5. Appointment Type:</p> <ul style="list-style-type: none"> · Permanent – non-US · Temporary / Time Limited · Residency / Fellowship / Internship

Functional Areas Metadata

Since its launch, the system has used 36 functional areas (see: <https://arlpdbank.uflib.ufl.edu/docs/ARLPDBankDefinitions.pdf>). Digital Preservation is not currently an option. Many ARL libraries and the majority of RLUK members are expanding digital preservation roles. The RLUK agrees that these functions are unique from Electronic Records and Data Curation, amongst other current options, and has suggested Digital Preservation be treated as a functional area in its own right. Consequently, the team proposes to add Digital Preservation as a Functional Area.

Adjustments to Facets

Given the size of the ARL PD Bank collection, metadata is critical for searching and presenting search results. Included in this functionality is the use of facets to expand or limit results. Changes to these metadata fields will require the modification of the facets.

Budget

Consulting Services provided by UFIT

Programming and testing for upgrading and updating the ARL PD Bank (40 hours total: \$3,400)

Programming and testing for RLUK/ARL collaboration (100 hours total: \$8,500)

Appendix

From: Theodore-Shusta, Eilene <theodore@ohio.edu>

Sent: Friday, June 26, 2020 7:07 AM

To: Keith, Brian W

Cc: Johnston, Chelsea T; Julie Brewer; Kathleen DeLong (kdelong@ualberta.ca); Richard E Holland (richieh@temple.edu); Smith, Bonnie J

Subject: recommendations from the ARL PD Bank Advisory Group

[External Email]

Dear Brian,

The Advisory Group for the ARL PD Bank has met several times over the past few months, with discussions primarily focusing on three areas:

1. Recent inactivity of registered institutions, and how we can encourage them to become more engaged through the editing of existing and/or adding new position descriptions; helping to maintain the value of the PD Bank for all users.
2. Inaccurate contact information for registered institutions.
3. Recruiting new institutions, especially other consortia, such as RLUK, and related training options.

We recommend the following as possible first steps toward addressing these areas.

Current contributors / updating contact information (1 & 2)

We recommend that a letter (email) from the Advisory Group, signed by the Chair, be sent to each Institutional Lead at the registered libraries as well as that libraries' Director/Dean/University Librarian, to ask for currency of the contact information. We hope this will result in a significant number of institutions responding with updated information. Those that do not respond may need to be contacted personally.

Once we are fairly confident that we have updated institutional contact information for a majority of institutions, we propose sending to each institution an updated/revised User Conduct Agreement for signature, to encourage their commitment to contributing to the PD Bank. The agreement will include a statement about the expectation that institutions contribute to the system.

Adding new institutions and consortia (3)

We suggest that potential new institutions identify an Institutional Lead, and sign the (revised) User Conduct Agreement. At that time, the Institutional Lead will be given view-only rights to the Live Site for a limited period of time without administrator rights. At the same time they will have access to the Practice Site. Once the Institutional Lead has successfully created records in the Practice Site they will be given full editing rights, as well as administrator rights for their institution.

The revised User Conduct Agreement indicates that adding records to the ARL PD Bank within the first six (6) months is an expectation for every Institution. Those institutions not contributing as agreed will be contacted by an Advisory Committee member.

UF IT staff should determine whether or not the proposed changes we are recommending are feasible. We hope, with your support, to begin by sending out the emails asking for updated contact information.

We are continuing to pursue the other charges made to the Advisory Group, including a review of the preservation policy and discussions around marketing this service to potential members, as well as participating consortia members. Please let us know if you have concerns around these recommendations.

--ARL PD Bank Advisory Group: Julie Brewer, Kathleen DeLong, Richard Holland, Chelsea Johnston, Bonnie Smith, Eileen Theodore-Shusta.

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