

COOPERATIVE AGREEMENT

*This Cooperative Agreement is between the Library of Congress (the Library or LC), and the U.S. Copyright Office (the Office), both located in Washington, DC, and UMI Company, a for-profit corporation located in Ann Arbor, Michigan and incorporated in Delaware.*

**1. BACKGROUND**

1.1 UMI annually acquires approximately 45,000 dissertations and masters' theses from U.S. degree-granting institutions (collectively referred to in this Agreement as "dissertations"); obtains certain exclusive or non-exclusive rights to publish these dissertations in microform; creates a master microfilm of each one (when possible); indexes them; and publishes a comprehensive database of the abstracts of all dissertations (the Dissertation Abstracts Database) which is marketed to the public so that individuals or organizations may search the database, order and pay for copies of any dissertations listed. Beginning with 1997 titles, UMI is building a comprehensive digital archive of every dissertation submitted to it for publication, regardless of the format in which it was submitted, in order to provide the scholarly community with online access to both the Dissertation Abstracts database and the full content of all new dissertations submitted to UMI through a new package of value-added services called ProQuest Digital Dissertations. UMI plans to continue to create microform versions (except in those cases where the dissertation exists only in digital form), identical in content to the digital version of all dissertations capable of being microfilmed and maintain this permanent microfilm archive in support of ProQuest Digital Dissertations for preservation and archival purposes.

1.2 The U.S. Copyright Office receives annually from UMI approximately 17,000 claims for copyright registration and deposit of dissertations at the author's request and expense under §408 of the U.S. copyright law and receives microfiche of the non-registered dissertations under mandatory deposit requirements of §407 of the copyright law. The Copyright Office prefers to have copyright applications and deposits submitted electronically through its CORDS System which permits copyright claims and deposits to be transmitted securely in electronic form over the Internet. UMI is willing to submit copyright applications and deposits electronically to the Copyright Office on behalf of its clients (the dissertation authors), using the electronic filing capability and enhanced tracking offered through the CORDS system, instead of submitting paper claims and microfiche deposits.

1.3 The Library's policy is to select all U.S. dissertations and to acquire these under the copyright registration and mandatory deposit provisions of the U.S. copyright law (17 U.S.C. §407 and §408). The Library currently considers a microform version as the "best edition" for copyright deposit purposes, according to regulations issued by the Copyright Office on behalf of the Library of Congress. The Library has been paying UMI annually for a subscription to all dissertations in microfiche form for copyright deposits (which are specially produced for the Library on microfiche to accommodate the Library's preferred storage and access needs) rather than to acquire copyright deposits of dissertations on microfilm. The Library is developing its electronic services and is willing to have on-going Library access to the digital archive of dissertations stored by UMI in order to serve its authorized users instead of maintaining its own digital archive of dissertations. The Library still considers a microform version of all dissertations as the "best edition" for archival purposes and is willing to continue subscribing at a special price to a specially-produced microfiche version for the Library's archive under a separate subscription order until the Library decides it no longer wishes to acquire dissertations in that format.

Now, therefore, in consideration of the mutual agreements contained herein, the parties agree to the following cooperative arrangements which are mutually beneficial, as follows:

## 2. RESPONSIBILITIES OF THE COPYRIGHT OFFICE

**2.1 Electronic filing of copyright claims.** The Copyright Office will provide UMI with client software and initial technical assistance as needed so that UMI may file copyright claims and submit deposit copies electronically using the CORDS system. The Copyright Office will process claims filed by UMI via CORDS in accordance with the copyright law and Copyright Office regulations and practices, applying the same rules as for all other copyright claims. Completed records, including records of any correspondence, will be maintained in the CORDS system.

**2.2 Registration Deposits.** Deposits of dissertations in digital form will reside in the CORDS system during and after the registration process. These copyright deposits are considered published works. The Copyright Office will not annotate the registrations individually to show that special relief was granted, pursuant to Section 3.3 of this Agreement.

**2.3 Public access to deposits through the Copyright Office.** The Copyright Office will provide on-site inspection of registered dissertation deposits in digital form through the CORDS system; reproduction of registered works will be provided only in accordance with the Copyright Office regulations (37 C.F.R. 201.2).

**2.4 Secure storage by the Copyright Office.** The Copyright Office will provide "secure storage" (as defined in Section 9.9) for digital dissertations submitted by UMI for copyright registration through its CORDS system. The Copyright Office will store the deposit copies of registered works securely in the Copyright Office repository for the appropriate copyright retention period under 17 U.S.C. §704, as implemented in the Copyright Office regulations or until such time as the Office determines that UMI's repository is sufficiently reliable and permanent for Copyright Office purposes as described in Section 5.

## 3. RESPONSIBILITIES OF UMI

**3.1 Deposit Account.** UMI will maintain a Deposit Account with the Copyright Office with sufficient funds to cover the filing fees of claims it submits for copyright registration.

**3.2 Electronic filing for copyright registration.** For each claim submitted for copyright registration under 17 U.S.C. §408 by UMI on behalf of the dissertation author, UMI will file an electronic application through the CORDS system with a request to debit the filing fee from its Deposit Account and a digital copy of the dissertation to be registered, which will be retained in the CORDS system during copyright processing. If it chooses, UMI may develop software to facilitate batch preparation and submission of claims and may send batches of claims to the Copyright Office for processing through CORDS.

**3.3 Special relief.** Though the Library still considers the microform version as the "best edition" (as described in Section 4.1), the Register of Copyrights, in consultation with the Library, agrees to grant "special relief", as provided in 37 C.F.R. 202.19(e), 202.20(d)(e), and accept permanent access to the digital version of each dissertation in ProQuest Digital Dissertations in lieu of microform deposits, relieving UMI of its responsibility to deposit dissertations in a microform version while this Agreement is in effect. Under the grant of special relief by the Register of Copyrights, UMI agrees to provide the Library with this permanent access at no charge, unless (or until) access to ProQuest Digital Dissertations (or its successor) is unavailable to the Library for any reason. Should this occur, UMI agrees to the requirements described in Section 3.10 which would then become effective. This grant of special relief applies only to this Agreement and has no precedential effect.

**3.4 Deposits for registration.** Copyright deposits for examination and registration purposes will be dissertations in digital form. These will be transmitted to the Copyright Office by UMI, using the special applicant software provided by the CORDS system. Under the grant of "special relief", the Register of Copyrights will accept digital deposits for examination and registration purposes in lieu of microform.

**3.5 Mandatory deposit.** To satisfy the requirement for mandatory deposit of all copyrighted dissertations published in the U.S. (17 U.S.C. §407) which UMI offers to the public but does not submit for copyright registration, UMI will transmit a notification of each dissertation in digital form for which mandatory deposit is required instead of registration. This electronic notification will be sent by separate email until the completion of the CORDS mandatory deposit component or via CORDS when the capability exists. The electronic notification will be made within three months of publication and will include the title and author of the work, imprint, date of the work, and number of pages.

**3.6 Library access to digital dissertations in lieu of transfer of copyright deposits.** UMI's deposits for copyright registration will not be transferred by the Copyright Office to the Library after registration has been completed. Instead, UMI will provide the Library with on-going access to ProQuest Digital Dissertations at no charge, in order to fulfill the responsibilities for both registration deposits (§408) and mandatory deposit (§407), unless (or until) access to this database is not available to the Library for any reason, as specified in 3.10.

**3.7 Access to deposits by Library's authorized users.** UMI will provide authorized users including Library staff, LC contractors or Congressional Members and staff, and on-site Library patrons with Internet or web-based access (or successor wide area network) to ProQuest Digital Dissertations in accordance with Library policies, practices and procedures; access to Library staff or LC contractors for authorized purposes will be controlled and access to on-site patrons will be at public access workstations in the Library of Congress.

**3.8 Permanent access by the Library.** UMI will make reasonable efforts to provide continuous availability of the dissertations database online, subject to periodic limited unavailability due to maintenance, installation or testing of software, and technical support as required. The Library will have permanent access at no charge to the copyrighted dissertations in UMI's repository, either in digital form or, if unavailable, in microform. For all dissertations made available in UMI's ProQuest Digital Dissertations (or its successor), UMI will (1) provide secure, permanent storage for dissertations submitted during the term of this Agreement, and (2) will provide on-going access to the Library for its authorized users on a permanent basis.

**3.9 Alterations to dissertations after publication.** UMI agrees to notify the Copyright Office and the Library in writing of any decision that affects the content or availability of a dissertation in ProQuest Digital Dissertations for which either copyright registration or mandatory deposit has been made. For both registered dissertations and mandatory deposits, UMI will transfer a copy of the dissertation in the version originally registered or deposited to the Copyright Office CORDS database for archiving before UMI alters or discards the copyrighted work.

**3.10 Library's alternatives for access to UMI's Digital Archive.** In the event that UMI discontinues its microfilm archive or its digital archive of dissertations (1997 and later, or any portion thereof) or control of the database is transferred out from UMI or otherwise made inaccessible to the Library and/or the Copyright Office for any reason in the future, UMI will notify the Library in writing. Because the Library has a statutory right to all published copyrighted dissertations, should access to UMI's digital archive of ProQuest Digital Dissertations (or its successor) no longer be available to the Library for any reason in the future, UMI agrees to permit the Library and the Copyright Office to make arrangements for alternative means of storage and access equivalent to that provided under this Agreement before UMI's digital archive is discontinued or transferred out of UMI control to another organization or entity or is otherwise made inaccessible to the Library and/or the Copyright Office for any reason. UMI agrees to give its cooperation and best efforts to provide the Library with the capability and sufficient time to copy and relocate UMI's dissertations database to a location to be determined by the Library, so that this occurs in a timely manner with no (or only minimal) interruption of access by the Library. In the alternative, if the Library chooses, UMI agrees to deliver to the Library preservation quality microform (i.e. microfiche or microfilm, depending on the Library's preference) as the "best edition" copies of all dissertations added to ProQuest Digital Dissertations from the date on which the Library no longer subscribes to microfiche copies. The format of the microform (i.e. either microfiche or microfilm) and reasonable costs to provide this (which are generally consistent with the current costs), may be negotiated by UMI with the Library at that time as described in Section 7.4. For those dissertations maintained only in electronic form, UMI agrees to deliver electronic copies to the Library in lieu of microform.

#### 4. RESPONSIBILITIES OF THE LIBRARY

**4.1 Best Edition.** The Library considers the microform version, where one exists, as the "best edition" of dissertations published by UMI and subject to the deposit requirements of 17 U.S.C. §407 and §408, published in the Federal Register, Vol. 54, No. 198, October 16, 1989 (pp. 42299-42300) 37 C.F.R. §202.19 and 202.20. However, for purposes of this Agreement the Library agrees to accept permanent access to the identical version in digital form of dissertations published in ProQuest Digital Dissertations under an ongoing grant of special relief by the Register of Copyrights (as described in Section 3.3), in lieu of the "best edition", unless (or until) access to this database would not be available to the Library of Congress for any reason. Should this occur, the Library may demand the deposit of microform copies as the "best edition" of those works previously registered or deposited under the grant of special relief. The Library reserves the right to change its definition of the best edition from the microform version to another format at some future time and such a change would be applicable to UMI unless special relief is granted by the Register of Copyrights.

**4.2 Library's collections.** Published dissertations either registered electronically through the CORDS system, or made available to the Library in fulfillment of mandatory deposit requirements, as described in Section 3.5, will be considered part of the Library's collections, since the Library selects for its collections all U.S. dissertations. As such, UMI's ProQuest Digital Dissertations will constitute a Library collection, stored at a remote location.

**4.3 Public access to deposits in the Library's collections.** The Library will provide access via UMI to the digital dissertations in ProQuest Digital Dissertations only to authorized users as defined in Section 9.1 of this Agreement in accordance with the Library's policies, practices and procedures.

**4.4 Dissertation Abstracts.** The Library agrees to continue accepting from UMI two copies of the print version of *Dissertation Abstracts* in fulfillment of its mandatory deposit responsibilities under the Library's current deposit requirements for "best edition" (currently the print copies are being deposited as part of UMI's claims for copyright registration). Contingent upon the availability of funding and by separate subscription order from the Library's Anglo-American Acquisitions Division, the Library will also maintain a paid subscription for web-based access to *Dissertation Abstracts* online until such time as the Library may modify its current "best edition" requirements for copyrighted works which are available online, including automated databases.

**4.5 LC's Microfiche-based Archive.** At the Library's request, UMI will continue to provide the Library with an ongoing microfiche-based archive of all dissertations published by UMI, until the Library determines that it no longer needs a microfiche archive. This archive will serve as a backup to the electronic dissertations to which the Library has access through ProQuest Digital Dissertations as part of this Agreement. Copyright claimants will bear the cost for microfiche deposits of dissertations that are submitted for registration. Until further notice and under a separate subscription order which is contingent upon the availability of funds, the Library will continue its annual subscription to the microfiche version of dissertations for the sum of \$3.60 per dissertation for all dissertations not submitted for copyright registration on behalf of the authors by UMI (approximately 28,000 per year or @ \$100,800 per year, including shipping and handling). The Library's Anglo-American Acquisitions Division will issue an annual subscription order to UMI for acquisition of the microfiche until further notice from the Library to UMI, after which this subscription will cease and the Library will rely instead on permanent access to ProQuest Digital Dissertations as defined in this Agreement.

**4.6 Interlibrary loans to U.S. federal government agency libraries.** In accordance with the Library's policies governing loans of dissertations to U.S. government agency libraries (LCR 910, Section 4.D), the Library's authorized loan staff may copy or download individual dissertations in electronic form from UMI's dissertations database into a physical format, such as a diskette or successor technologies, that can be lent under the same conditions and subject to the same rules as Library loans of dissertations in microform to federal agencies. When that physical format is returned to the Library after the loan period, the electronic contents will be deleted or written over. These procedures are intended to replicate, using available technology, the Library's interlibrary loan policies and practices as they apply to U.S. federal government agency libraries. At a later

time, different technology may be used by the Library that accomplishes the same purposes of providing an equivalent protection to both dissertations' rightsholders and federal agency library users without further notice to UMI or amendment of this Agreement.

## **5. PERMANENT COPYRIGHT OFFICE ACCESS TO UMI'S QUALIFIED PERMANENT DIGITAL REPOSITORY**

The following provisions will apply when and if the Copyright Office determines that it considers UMI's digital repository for the dissertations database sufficiently reliable and permanent for Copyright Office storage requirements and has provided UMI with reasonable advance written notice of such.

5.1 So long as this Agreement is in force, UMI will provide permanent and secure storage of registered digital dissertations for Copyright Office purposes for the appropriate term of retention as determined by the Copyright Office and will provide unrestricted access to these dissertations to the Copyright Office for the Office to carry out its responsibilities under the law, including providing inspection on-site or certification of registered works for litigation purposes. If and when the Copyright Office agrees to rely on UMI's digital repository for access to deposits, the Copyright Office may expunge from its CORDS database the digital deposits for copyright claims once registration has been completed, and UMI will provide access to Copyright Office staff as needed to carry out its responsibilities via UMI's repository. The Copyright Office reserves the right to maintain in the CORDS system the deposit for rejected claims and claims submitted but not registered by the Office for other reasons.

5.2 If the Copyright Office elects to remove the registered dissertation (i.e. the digital object) from its own repository and rely on UMI's digital archive, the Office will retain the digital signature that was received with the deposit through the CORDS system that went through the copyright examination process. This will ensure that when the Office retrieves a copy of the registered digital dissertation from the UMI repository later, it will always be able to compare the digital signatures. This will also permit the Copyright Office to verify that the digital object in UMI's depository is exactly the same as the work that was originally received for examination, and registered for copyright purposes, that it remains unaltered, and . This will also permit the Copyright Office to authenticate that the digital object is in fact from the source that initially provided the digital signature. It will ensure that the deposit copy available to the Library of Congress in the UMI database is in fact the one that was originally registered for copyright and that it remains unaltered.

5.3 Both the Copyright Office and UMI will retain the digital signatures for the deposits in their systems so the Copyright Office can validate later, when necessary, that the copy in the UMI database remains unaltered and is the work that was registered under 17 U.S.C. §408.

## **6. EFFECTIVE DATES**

The initial term of this Cooperative Agreement will be for five (5) years and will automatically renew annually thereafter unless it has been revised or terminated in accordance with Section 7. The effective dates of this Agreement are January 1, 1999, through December 31, 2003. UMI will begin to submit electronic applications for copyright registration through CORDS during January or February, 1999, and will provide the Library with access to the ProQuest Digital Dissertations thereafter under the terms of this Agreement.

## **7. REVIEW OR TERMINATION OF AGREEMENT**

7.1 **Review of Agreement.** Because of the impact of rapidly changing technologies and other unforeseen circumstances, either party may request and initiate review of the terms of this Agreement during the agreement period by written request to the other party and subject to the general provisions in Section 8.

**7.2 Written Notice of Termination.** Either party may, at its discretion, terminate this Agreement upon written notice of 6 months. In such event, UMI agrees to support any copyright claims currently in process or provide alternative means for the Copyright Office to complete the process with the copyright applicant. The Copyright Office agrees to complete processing on any copyright claims in process at that time.

**7.3 Library's Right to Dissertations.** Nothing in this Agreement affects or alters the Library's statutory right under 17 U.S.C. §407 and §408 to the copyright deposits of published dissertations on microform, where they exist, or the electronic archival versions retained by UMI in the ProQuest Digital Dissertations. If at any time or for any reason UMI determines that it can no longer continue to provide secure storage and access for the Library and the Copyright Office to its digital database under these terms, UMI agrees to give the Library and the Copyright Office sufficient advance written notice and adequate time to permit the Library and the Copyright Office to make appropriate arrangements with UMI for an alternative means of storage and access equivalent to that provided under this Agreement as described in Section 3.10. This includes the time to copy and relocate the dissertations database to a location to be determined by the Library, and/or to obtain copies of dissertations not already in the Library's collections on microform (or in electronic archival form where no microform copy has been made) from UMI as the "best edition" if the Library chooses. If the Library chooses the microform version, the reasonable costs to provide this (which are generally consistent with the current costs) may be negotiated by UMI with the Library at that time, as described in section 3.10.

**7.4 Continued Rights and Access by the Library and Copyright Office.** The parties agree that the Library and the Copyright Office shall retain and may fully exercise all of their rights and elections under the Bankruptcy Code (in addition to any remedies available under the U.S. Copyright Act). The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against UMI under the Bankruptcy Code, the Library and the Copyright Office shall be entitled to a complete duplicate of (or complete access to, as appropriate) any dissertations for which copyrights are claimed and any of UMI's databases which include the storage of such dissertations. If not already in the possession of the Library and the Copyright Office, such a complete duplicate of the dissertations for which copyright is claimed and that are the subject of this Cooperative Agreement shall be promptly delivered to the Library and the Copyright Office on their written request (a) upon any such commencement of a bankruptcy proceeding, unless UMI elects to continue to perform all of its obligations under this Cooperative Agreement; or (b) if not delivered under (a) above, upon the rejection of this Cooperative Agreement by or on behalf of UMI. This complete duplicate shall be delivered at no cost to the Library or the Copyright Office if the digital database is transferred, or as described in Sections 3.10 and 7.3 if the microform version is chosen by the Library. The provisions in this Section shall be triggered by any of the following events: (1) UMI ceases doing business, (2) UMI declares bankruptcy, seeks protection of the bankruptcy laws, or is forced into bankruptcy by its creditors, (3) UMI discontinues maintenance of any of the databases or products that are the subject of this Cooperative Agreement or fails to adequately maintain the same, (4) UMI's digital dissertations archive is transferred out of UMI control to another organization or entity or is otherwise made inaccessible to the Library and/or the Copyright Office for any reason.

**7.5 Non-renewal of Agreement.** Within three months after termination of this Agreement, if the Agreement has not been renewed or replaced, UMI will deliver to the Library microform copies of all dissertations added to the database since January 1, 1998 for which microform can be produced, and electronic copies of those dissertations for which UMI's archived version exists only in electronic form, in accordance with Section 3.10.

## 8. GENERAL PROVISIONS:

**8.1 Entire Agreement (Modifications, Amendments, Assignments).** This Agreement sets forth the entire understanding of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written. No modification or claimed waiver of any provision of this Agreement is valid except by written amendment signed by authorized representatives of the Library, the Copyright Office, and UMI. Neither party may assign or transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which

consent shall not be unreasonably withheld or delayed. Any approved assignee of UMI must assume UMI's duties under this Agreement unless otherwise agreed to in advance in writing by the Library and the Copyright Office.

**8.2 Force Majeure.** Neither party shall be liable or have the right to cancel this Agreement for any delay or failure in performing caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, fires, floods, work stoppages, unavailability of materials, carriers or communications facilities, and/or any other cause beyond the reasonable control of the party whose performance is affected.

**8.3 Performance.** The parties agree to execute, acknowledge, and perform all acts as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

**8.4 Authorized Representatives.**

• *For the purposes of Agreement interpretation matters*, dispute resolution, or for modification of the terms or scope of this Cooperative Agreement, the Library shall be represented by the **Winston Tabb, Associate Librarian for Library Services, Library of Congress**; the Copyright Office shall be represented by **Marybeth Peters, Register of Copyrights, U.S. Copyright Office**; and UMI shall be represented by **Dan Arbour, Vice President, UMI Company**.

• *For purposes of liaison*, providing guidance and direction in daily operational matters and for general coordination as described in this Agreement, the Library shall be represented by **Nancy Davenport, Director for Acquisitions, Library Services**; the Copyright Office shall be represented by **Mary Levering, Associate Register for National Copyright Programs, U.S. Copyright Office**; and UMI shall be represented by **Jeffrey R. Moyer, Director of Dissertation Marketing, UMI**.

**8.5 Notices.**

• *For formal agreement matters*: All formal notices under this Agreement shall be sent by U.S. certified mail, postage prepaid, return receipt requested or other method evidencing receipt to:

<u>Library</u>	<u>Copyright Office</u>	<u>UMI</u>
Winston Tabb Associate Librarian for Library Services Library of Congress Washington, D.C. 20540-4001 Tel: 202-707-6240 Fax: 202-707-6269	Marybeth Peters Register of Copyrights U.S. Copyright Office Library of Congress Washington, D.C. 20540-6001 Tel: 202-707-8350 Fax: 202-707-8366	Dan Arbour Vice President, Library Division UMI Company 300 North Zeeb Road Ann Arbor, MI 48103 Tel: 734-761-4700, ext. 2214 Fax: 734-973-9145

• *For liaison and project coordination matters*: Informal notifications and communications may be directed to:

<u>Library</u>	<u>Copyright Office</u>	<u>UMI</u>
Nancy Davenport Director for Acquisitions Library Services Library of Congress Washington, D.C. 20540-4100 Tel: 202-707-5137 Fax: 202-707-6269	Mary Levering Associate Register for National Copyright Programs U.S. Copyright Office Library of Congress Washington, D.C. 20540-6007 Tel: 202-707-8350 Fax: 202-707-8366	Jeffrey Moyer Director, Dissertation Marketing Library Division, UMI Company 300 North Zeeb Road Ann Arbor, MI 48103 Tel: 734-761-4700, ext. 3287 Fax: 734-973-9145

**8.6 Use of the Library's Name.** UMI recognizes the great value of the prestige, publicity, and goodwill associated with the name of the "Library of Congress" (and the name of any of the Library's programs or special activities including the U.S. Copyright Office) and logos associated therewith (hereinafter referred to as the "Library's Name") and in such connection acknowledges that such goodwill is the exclusive right of the

Library. UMI agrees that it will not knowingly harm, misuse, or bring into disrepute the Library's Name, and will reasonably assist the Library as it may reasonably request in preserving the integrity and dignity of its Name in conjunction with UMI's activities under this cooperative agreement. The Library hereby grants to UMI permission to use the Library's Name solely in connection with advertising and promotion of the activities described in this cooperative agreement, provided that all uses of the Library's Name shall be approved in writing in advance by the Library. Subsequent uses of the Library's Name in approved materials in the same media and context do not require additional approvals. Requests for approvals shall be sent to:

Ms. Jill Brett                      Tel: 202-707-2905  
Public Affairs Officer      Fax: 202-707-9199  
Library of Congress  
Washington, DC 20540

Other than as specified herein, UMI agrees not to refer to the Library or any of its divisions or programs in any manner. UMI will include appropriate notice on any online, web-based, or other similar media utilized under this Cooperative Agreement, indicating that UMI is responsible for the site and its contents.

## 9. DEFINITIONS:

**9.1 Authorized Users** - means (a) persons who are authorized to use all the Library's facilities, specifically those acting in their official capacities who are LC employees, LC contractors, Congressional Members and staff or (b) Library patrons who are physically present on-site in Library premises.

**9.2 Best Edition** - has its usual meaning under the Copyright Act, 17 U.S.C. §101, *et seq.*, and related regulations. "The *best edition* of a work is the edition, published in the United States at any time before the date of deposit, that the Library of Congress determines to be most suitable for its purposes". 37 C.F.R. §202.19(b)(1)).

**9.3 CORDS** - is the "Copyright Office Electronic Registration, Recordation and Deposit System".

**9.4 Library Patrons** - means all users of Library facilities physically present on-site, including Library staff acting in a non-official capacity. Patrons of the Library must be physically present in the Library and may not access ProQuest Digital Dissertations remotely from outside the Library premises.

**9.5 Library Staff** - means Library employees acting in their official capacity and others under management control of the Library.

**9.6 Library Contractors** - means employees of contractors of the Library who are engaged in their official duties for the Library.

**9.7 ProQuest Digital Dissertations** - is UMI's current name for a comprehensive digital database and archive of every dissertation and master's thesis submitted to UMI for publication, beginning with 1997 titles, regardless of the format in which it was submitted. All References to ProQuest Digital Dissertations in this Agreement refer to UMI's current dissertation database and any successors.

**9.8 Public Access Workstation** - means a computer workstation located in the Library of Congress on which the Library provides access to ProQuest Digital Dissertations to those authorized users who are physically present in the Library.


**9.9 Secure Storage** - means safe, reliable, and redundant electronic storage intended to preserve the stored contents for the long term and to protect them against loss, corruption, and unauthorized access.

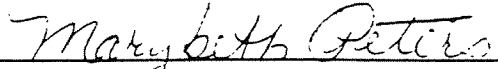


IN WITNESS THEREOF, the parties listed below have duly executed this Cooperative Agreement as authorized representatives.

LIBRARY OF CONGRESS


U.S. COPYRIGHT OFFICE

BY:   
Winston Tabb, Associate Librarian for Library Services  
Library of Congress

BY:   
Marybeth Peters, Register of Copyrights  
U.S. Copyright Office

DATE: January 20, 1999

DATE: January 20, 1999

UMI COMPANY  
BY:   
Joseph Reynolds, President  
UMI Company

DATE: January 20, 1999