



OFFICE OF THE PRESIDENT  
California Digital Library

415 20<sup>th</sup> Street 4<sup>th</sup> Floor  
Oakland, California 94612

## CDL SUBMISSION AGREEMENT INSTRUCTIONS AND FREQUENTLY ASKED QUESTIONS

### **Is the submission agreement the only thing I fill out to submit material to the CDL?**

No. Both a submission agreement and an inventory must be completed.

### **What is an inventory?**

An inventory delineates a discrete set of objects submitted to the CDL. It is a basic description of a flow-of-objects you will be depositing over time and specifies various flow-control parameters, such as rights statements, expected volumes, and the profile that will apply. A CDL representative will compile the Inventory based on your pre-submission worksheet and conversations with you. An important feature of the inventory is that it records decisions made by the submitter and the CDL during the negotiation process.

### **What is the relationship between the submission agreement and the inventory?**

The inventory is appended to and therefore a part of the submission agreement. To complete the ingest process, the inventory must be signed by both a CDL representative and a member of your organization (usually the technical contact) to show that there is agreement on what is being submitted. The person signing the inventory does not have to have signature authority.

### **What is the pre-submission worksheet?**

The pre-submission worksheet provides the background information required to schedule the inventory negotiation with CDL's Ingest Group and Rights Management Group.

### **Can I sign the submission agreement? If not, who in my organization should sign it?**

Only the person in your organization designated as having "signature authority" for contracts and legal agreements can sign this agreement. Usually, this is the director of the organization or department chair. If in doubt, ask your MSO or business officer. If someone without signature authority signs the agreement, it will be deemed invalid and returned to you.

### **Can I begin submitting objects as soon as a submission agreement is signed?**

No, the CDL requires both a signed submission agreement and a signed inventory identifying a discrete set of objects before authorized users can deposit objects.

**What is the difference between 3.1, 3.2, and 3.3 under “License” in the submission agreement?**

If you check the line next to 3.1, you grant the CDL the right “to view, present, display, federate, augment, and preserve” your content.

If you check the line next to 3.2, you grant the CDL all the rights in 3.1 plus the right to “redistribute” your material.

If you check the line next to 3.3, you are only granting the CDL the right to “preserve” your material.

**Can I check more than one?**

The right to redistribute, Section 3.2, is not covered in either 3.1 or 3.3, so you can check 3.2 in addition to 3.1 or 3.3.

Since preservation is one of the rights covered in Section 3.1, there is no need to check both 3.1 and 3.3.

**If I only want to submit materials for preservation purposes, which do I check?**

Section 3.3, which only grants preservation rights.

**I want the CDL to provide access to my content and preserve it. Which line or lines should I check?**

Section 3.1 covers both access and preservation.

**Does this agreement require transfer of copyright to CDL?**

No, the owner retains copyright.

**Does the same person sign the submission agreement and the inventory?**

Usually not. Whereas the authorized signator must sign the submission agreement, the person who knows the most about the submission and the processes will work with the CDL on the pre-submission process, which concludes with signing the inventory. This is often an IT staffer, librarian, or project manager.

**Do I have to sign a submission agreement every time I submit content might even if all the terms are exactly the same as the last submission agreement?**

Some programs allow for the reuse of a submission agreement. Check with your program representative on this.

**Where do I find my MARC organization code?**

<http://www.loc.gov/marc/organizations/orgshome.html>

**I notice that I have to fill in rights information in the pre-submission worksheet. What is this and why you need it?**

We need to know who the copyright owner is and the rights allowed for the material submitted. If it belongs to a third party, we need to have assurance that you have been given permission to submit it to the University of California for the uses described in the submission agreement. We have to be assured of having the legal right to use your files. By providing the copyright information, you verify that you have the right to provide us with this content for the uses indicated.

**Why is clause 4.2, which covers indemnification, included in this agreement?**

An indemnity provides for protection for the University of California for any third-party infringement should any warranty in an agreement be false. This indemnity statement is required by our General Counsel to protect the University from damages.

**How many copies of the submission agreement do I need to send?**

Complete and have signed two copies of the agreement. We will countersign both originals, and return one to you for your records.

**Where do I send the agreement?**

California Digital Library, UC Office of the President  
415 20th St., 4th Floor  
Oakland, CA 94612  
Attention: Licensing Department