



**CONTRACTING OUT FOR DIGITAL PRESERVATION  
SERVICES  
INFORMATION LEAFLET AND CHECKLIST**

Prepared for the Digital Preservation Coalition

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## **INFORMATION LEAFLET AND CHECKLIST**

### **Introduction**

*The Digital Preservation Coalition (DPC) was set up in 2001 to foster joint action to secure the preservation of digital resources in the UK and to work with others internationally to secure our global digital memory and knowledge base. Its membership is drawn mostly from national UK organisations including academic institutions, libraries, archives, publishers and others, covering a wide cultural range across the humanities and sciences.*

Digital material – whether ‘born digital’, or digitised – is adding hugely to a very wide range of user services, particularly on the web but also through CDs, DVDs and other electronic media. Your organisation, along with many others, may have taken advantage of this and of recent developments, for example lottery funding such as the Enrich UK programme, to get your material published in digital formats.

But how will you ensure that this valuable new asset can be maintained and preserved over time?

Last year the DPC carried out a survey of its members’ digital preservation needs. One of the main concerns to emerge was that, while most national organisations are now becoming equipped to deal with the issue of digital preservation, many smaller organisations are not. This is not just a resource issue. Major funders such as the lottery organisations normally require that digitising projects, for example, have a preservation strategy. But a gap

may still remain, between having a strategy and being able to implement it successfully, especially as the funding for most projects is only for a finite period, whereas preservation requires long term investment. If you and your organisation have no specialised knowledge of digital preservation, you may not know what to do, or where to turn for help, when it comes to implementing your strategy.

This information leaflet and checklist are intended to answer some of the questions that arise, when you first look for an answer to the increasingly common, and urgent, question, ‘How are we going to make sure our digital material survives and is properly looked after, for as long as we need it?’

If there are topics or expressions in the checklist which you do not understand, the information leaflet should provide a brief explanation of most of them.

*We do not claim that this leaflet and checklist will give you all the answers to your digital preservation problems. We hope it will give you some of them. And at least that reading it will ensure that you think about the right issues, know what it is that you do not know, and know what you need to find out.*

*The leaflet and checklist are intended to accompany the DPC’s recently published *Directory of Digital Preservation Repositories and Services in the UK* [<http://www.dpconline.org/graphics/guides/index.html>].*

*NB this leaflet and checklist are prepared in good faith by the DPC to help with arrangements for outsourcing the provision of digital preservation services. The DPC can give no assurances as to the completeness of the information in the leaflet and checklist and accept no responsibility for the results of their use for that purpose or any other.*

## **INFORMATION LEAFLET**

### **What's the problem?**

You have got a lot of digital material; probably the result of a digitisation project or programme. It may be part of someone's bigger project to give public access to such material (for example, a lottery fund programme such as Enrich UK). Or it may be something closer to home, your organisation's own business records or collections. Or some store of information that someone has given you, which is now yours to look after. It's probably stored and supplied from a server somewhere else, a piece of equipment you do not own or manage, and probably never see, and never want to. You possibly don't even know what a server is, and don't want to.

If any of this rings a bell, this leaflet may be for you.

The important thing is that the material you have is in digital form – it's on a computer of some sort, not on paper or film – and you are responsible for it.

It may be fine for now, but what is its future? Where will it be in five years' time? Ten? Twenty? Fifty? Three hundred? Does it matter? How long do you want, or need, it to survive and be used?

This guidance leaflet is intended to help you work these things out, and know what to do. Also to give you some clues as to how to set about doing it.

### **What is digital preservation?**

It's making sure that, for as long as you need it, you still have your digital information, that it is somewhere you can get at it, that it is authentic and not corrupted. That is, it is as complete and intact as it needs to be, hasn't been accidentally or deliberately altered in any way, and you can be as sure of that as you need to be. And that it is therefore available for whoever wants to use it, when they want or need to.

The complexity of this process depends a lot on what you have. If you have, say, a digitised collection of photographs, then you need to be sure that whatever processes are applied for preservation do not distort the appearance and content, and that's probably about all. If your material is documents which may be needed for some process or purpose – as legal evidence, for example – you need to be much more careful that you can demonstrate that nothing has been changed or modified in any way.

You may also have taken on some sort of commitment to keep the material safe – through a contract, or as part of the conditions of a bequest for example. If so you need to be sure you can actually do what you are committed to and that you are not breaking any terms or conditions in entering into a new contractual arrangement.

Not everything needs to be preserved indefinitely. Things like financial or personnel or tax records have to be kept for a certain length of time, but then you can throw them away. The Domesday Book, or Magna Carta, are of such value that

the aim is to preserve them indefinitely. It is important to decide at the start how long your material must be kept, so you can plan accordingly.

Other factors that may have a bearing on the complexity and costs of arranging long term storage and preservation of digital material are the volume of material you have, and the range of formats. If it is a relatively small collection in a single format, it will be a simpler proposition than if it is large and incorporates several digital formats, especially if these are not common ones and/or are already obsolete.

#### **Why is digital preservation such an issue?**

Traditional materials – papyrus, parchment, paper - can survive for centuries by intention, but also by accident. Provided they are kept dry and not attacked by fire or infested by insects or rodents, they will still be around. Their content will very probably then still be legible. It takes hundreds of years for languages and handwriting to change to the point where only a few specialists can read them. In contrast, digital information will never survive and remain accessible by accident: it must have constant care and management. Even if it survives, it can be effectively illegible and inaccessible after just a few years, because the machines and the software which enable us to read it are obsolete and no longer work. This goes for all digital storage media - paper tape, floppy disks, CD-ROM, DVD. They evolve rapidly, then fall out of use just as rapidly.

Digital storage media, at present, have extremely short life-spans.

This is a real and urgent threat. It could eat away at the future of our cultural heritage, as well as more modern concepts such as 'knowledge economies', and the 'information society', unless we do something. There is a real irony here, that the culture which can produce almost unimaginably vast amounts of information, and distribute it far more rapidly and effectively than any previous culture, is also at greater risk of losing much of it.

#### **What is outsourcing or contracting out?**

If you can't look after your own material (and most of us can't, any more than we can service our own cars or repair our own cameras and TVs) you need to find someone who can. You are unlikely to want, or to be able, to employ your own staff to look after your digital preservation needs, nor is it likely to make sense to do so unless you are able to collaborate with other small organisations to provide a common service. More likely you will want to set up a contract of some kind with a specialist provider, to do it on your behalf and in a way that you have jointly agreed, providing all the services you need. That process is known as outsourcing, or contracting out.

## **Who will do the storage and preservation I need?**

The DPC's *Directory of Digital Preservation Repositories and Services* may help you to find a repository to contact about your material, or at least give you some ideas as to where to look. Or you may want to look for something more local to you. Either way, the basic principles of what you need - to be clear what you want them to do and how long for - are still the same.

There are growing numbers of organisations who might take, store and manage your material. The range of possibilities includes: a private sector supplier (ie a straight commercial deal); another organisation similar to your own, which has its own storage and will sell or rent you some space; your local authority (local or county); a museum or gallery or library in your area; a university which is interested in what you have; a data archive.

*A private sector company offering storage and access:* there are plenty of companies who will say they can store and manage your material. You need to be very careful that they have the right provisions for long-term storage. Only a few are likely to be able to offer much in the way of public access. Commonly you, as the owner, would be able to get limited access (eg files sent over to you within a set time period) but a reasonable level of public access, either via the internet or by visiting a managed site, is much less likely to be available.

*Your local authority, or a museum, library, archive or other public collection which will take your*

*material and look after it:* if you can achieve this, fine; it will, normally, be safe and well looked after, and there will be good public access to it. It may also be without cost to you, or cheap. But you may well lose direct control of the material and possibly have to give up ownership as well.

*A data archive operated by a public sector organisation, which will take, store, manage and allow public access to your material:* a data archive is any store for digital material which has the ability to keep and maintain the material for long periods and to manage it properly. Also to provide the necessary access to it. There are a few of these around already, and likely to be more. Probably based at a university, or under one of the research councils, they are secure and well-run by people who know what they are doing, so they are a good bet. You will have to enter into a contract with them, and you will have to pay – probably quite a lot, but it is likely to be good value. For the price, they will store and manage your material, and provide facilities for public access to it.

## **What technical processes are involved in digital preservation?**

You don't need to know too much about this, but some basics may help. Mass storage for digital material is becoming rapidly cheaper and easier to buy. Megabytes were huge compared with the mere kilobytes we could handle in the early days of computing; then gigabytes made megabytes look small and now terabytes and petabytes, and even bigger bytes, are becoming run of the mill. So you

can now store large amounts, relatively cheaply. Most of us know about 'backing-up', which is a basic method of ensuring short term preservation. But for longer periods you need something better. Expressions you may hear in long term preservation include 'replication', 'migration' and 'emulation'. These are all useful techniques for dealing with technical obsolescence. You need to decide some basic things. For example, is the content of your collection of information all that matters? Or do its appearance and format matter as well? If it's only content, for example a list of names and addresses, or a transcript of some interviews, then migration is fine. You just copy your information over to the latest most suitable software, as often as need be, to keep it safe and accessible. Or, more likely, your service provider does it for you. If more than content matters – if it's vital that you retain the layout and appearance of the text, or of someone's handwritten scribbles in the margin of a digitised page of print, or if there are complex arrangements, links and formatting in the document, you may need to consider emulation or replication. Emulation ensures not only that you keep the information, but that it looks and behaves like it did originally. In those fairly rare cases where it has to be and behave *exactly* as it did originally, replication is the solution.

### **What is metadata?**

When you store traditional material – paper, film etc – you probably have to keep with it some information about its origins, who produced it, when, how much it cost, why it was done, who owns it, what it was for

etc. 'Metadata' is really not much more than the digital version of that information. It tells people who need to manage and work with the material throughout its life, what they need to know about its origins. As with much of the digital preservation process, someone has to think about what 'metadata' is needed for any given collection of material, right at the start of its life. If you don't do it then, you probably won't get it right.

Metadata is also needed to record technical details needed for the future preservation of your material. These might be basic – what version of a common software package, such as Word, was used? Or they may be more complex, detailing aspects of less common software or formats. In either case, their purpose is the same – keeping a record of how your material was constructed, so that future preservation and access work on it is both feasible and safe.

### **Preparing a statement of requirements**

The more precise you can be about exactly what you want, the better.

Your statement of requirements will be the basis of the agreement between you and the service provider. It needs to be complete and detailed – what it doesn't include, you will have no legal right to expect, so may have to pay extra for.

It does not *have* to be technical. You are describing what you want. You need to set out as clearly as you can, in plain English, what that is. The potential suppliers have then to interpret what you want, and tell you



how, and at what cost, they can supply it.

That is not to say that no technical knowledge or skill is needed. You may send your statement of requirement to a number of possible providers. They will return to you their costed bids for the work. If you cannot call on any technical expertise yourself, you will probably have to pay someone to look at these and sort wheat from chaff. This includes things like looking for hidden costs, which otherwise only emerge after you have signed the deal.

### **What do I need to do to start dealing with my digital preservation problems?**

You need to think about 'life cycle management' and digital preservation. 'life cycle management' means that, from the day you plan to get some information, you must also plan how you will manage it and keep it safe for all the time you need it. And, if it is one of the things you need, that includes its long-term preservation.

Digital preservation is therefore a part of life cycle management – the longest and last part, except for eventual disposal, whether by destruction or by handing over ultimate responsibility for the material to someone else.

You may have external prompts for digital preservation; for example, a grant from a lottery funder may stipulate that you make arrangements to safeguard the material for the future.

The main thing is to come to firm conclusions, and write them down. "I

need to keep this stuff 10/50/200 years; I expect X,000 people per year will want to see it; they will use the internet/someone will send them a CD-ROM; they will pay for this/it will be free; if the former, Y will collect the money; if the latter, Z will foot the bill; etc." You may get some of this wrong. So the arrangements you make need to be as flexible as possible, to allow for this. But you may also need to make some difficult decisions – wild guesses, at worst – about some of these aspects. Clearly there are risks here. But if you didn't want any risk, you'd never have started the project. The important thing is to keep the risks as low and manageable as possible.

If the risks seem to you at this stage really high, if you can see no way of defining what you need, if you can see no way of paying for things you know you will have to pay for, then maybe you should re-think the whole project, or, at worst, postpone or even cancel it.

An example of a very high risk is a project to digitise a collection of material, with absolutely no means of keeping it, storing it or accessing it after the digitisation project is finished. Another is to take on a ten year contract when you only have five year's money.

### **Ownership and control**

You'll probably want to keep ownership, and at least some control, over your material. You'll need to think how much. You may – for example, if your material was bequeathed subject to conditions – have no option but to retain ownership.

### **Legal or contractual obligations**

Is there anything you have to do? For example, does any law say that you have to keep things, perhaps for a set amount of time (eg financial records?)

Did you get any special funding? If so were there conditions attached? Did these stipulate that you should keep material, or keep control over it?

### **Length of the contract**

The deal you choose will involve a contract of a certain length. The provider will probably want that period to be as long as it can. For a service like digital preservation, there is no problem with a long contract in principle, but you must also be sure you have the long term income to cover the bills. If your funding only comes in one year or three year packages, you need to be careful.

Alternatively, you may want to keep your options open, by going for a shorter term contract or a longer one with break points where you can opt out for any reason you specify (or even without specifying a reason). A fifteen year contract, for example, with break points at five and ten years and with provision for release if performance falls below defined standards, might suit you. Three or five years are a minimum kind of periods for such deals. Be careful that opting out at those points isn't going to cost you a lot, and that the provisions for handover etc all apply whether you are ending the deal at a break point, or at its final point. Also, in a long contract, the provider will usually want to write in the right to review, and increase, the costs at set

periods. You need to understand the implications of this.

### **What happens if things go wrong**

That depends a bit on who is providing your service. If you default, a public service provider might be less aggressive than a commercial supplier (but don't assume that will be so). If the provider defaults you need to be sure the contract makes clear what your rights to the material are, and how you can get it back. A more common problem will be niggles over performance and quality. It takes time to deal with these.

### **Performance and monitoring**

You need to make sure the provider does what they are required to do. Usually, this means agreeing some 'performance indicators' with them. These will enable you to measure whether they are doing what they should, and be a basis for taking action if they are not.

If there are things you have to provide as part of the contract, your provider may want some indicators built in to ensure that you do your bit as well.

These performance indicators must be *clear and measurable* factors against which to test the quality of the delivery of the services. It is no good saying 'provide a high quality digital data store', or 'make sure users get a good service' – what does that mean? 'Storing 500 gigabytes of material at a cost of £X per gigabyte per year' is measurable. So is 'processing 3000 user transactions a month within 3 hours of receipt with an error rate lower than 0.01%', or 'ensuring a

satisfaction rating of at least 95% from three-monthly customer surveys’.

If the worst happens and performance by the provider falls below the defined levels, you need some defined and agreed form of penalty to make them act and put remedies in place, without you having to take legal action. This might, for example, be in the form of refunds of costs for as long as the service level remains low.

If things get really bad, you need to be able to terminate the contract, making sure that you can easily and safely recover your material, so there must be provisions built in for you to do this without it costing you money.

### **What happens at the end of the contract?**

It’s very easy to forget this, but vital that you don’t. At this final stage, the old contractor is probably not going to be in a very cooperative mood, as there is very little now left for them in being helpful. So what they are obliged to do must be clearly stated.

It must be very clear who owns what at the end of the contract, and how things are to be sorted out. If a new contractor or provider is taking over, there has to be enforceable provision for a smooth handover. In particular, it needs to be clear how you, or your new contractor, is going to recover your material from the old service provider. These are things you need to sort out at the start, before you sign the contract.

### **Who can help?**

Any relevant organisations or advisory services you belong to or

who you can persuade to give you (free?) advice. If you have some money, a paid consultant. A lawyer, if things get bad and if you can afford one, but that must be very much a last resort.

### **Standards**

You almost certainly won’t know what technical standards you should be looking for. Why should you?

Before long, there will be British and international standards for digital storage and preservation, but there aren’t any yet. So what do you do?

How do you determine what standards to use, or that your service provider should use?

How do you check they are being used?

You probably will need some expert advice on this, and unless you know someone you can turn to, you will probably have to pay for it.

You will need to agree standards for all important aspects of the service you are getting. The main ones will relate to storage, safety and preservation of the material, protecting it against loss or damage and making sure that the necessary access to it is properly provided for.

### **Access**

Presumably you and others need to see the material? You need to decide who, when and how often. Will you arrange the access services separately, or is it to be part of the deal? It may get very complicated if you have one provider storing your material, and another one providing access to it – they’ll have to work together a lot and the terms for that will have to be spelled out very

clearly. On the other hand, you may have the facilities to retain copies of the material and provide access to it yourself and simply wish your contractor to ensure that a preservation copy of all the data is retained so that the access copies can be replaced if necessary (eg if your own backup procedures fail)..

What sort of access is needed? Do you or your colleagues need frequent access? Will there be general public access, or will it only be for a limited audience (eg members of a group, society or organisation, or employees)? Do you need online access, via the internet? Will people be able to visit the provider's site to get access?

Who will pay when access is given? You, or the customer? Someone else? How will they pay? Who will get the proceeds? Will the provider take them, offsetting the costs of the contract against this income? If so do you have provision for recovering your costs if the income is higher than anticipated? If it is lower, is there a risk that the provider will try to get more out of you? Is that acceptable?

There may also be issues of security or confidentiality. It must, for example, be impossible for users to alter or damage the material they are accessing.

It won't apply in many cases, but you need also to be sure that none of the digital information you have is subject to any of sort of security restriction, for example is not regarded as confidential or even 'top secret'. If that's the case, you should know already. But sometimes – for example, if a promise of

confidentiality has been given in the past, or if there are commercial confidentiality issues – it is not easy to know.

## **Access to information – legislation**

People have substantial rights of access to information. If you are offering a public access service to the digital material you hold, you are likely to be meeting these rights adequately. You might, though, need to be careful that you can avoid requests where the requester is, in effect, trying to use access legislation to get you to do their research for them. You can normally manage this, but you need to know how.

There are three relevant sets of law and they apply particularly, though not solely, to public sector organisations, and to contracts let by such organisations. The first thing, therefore, is to know whether you are subject to them, and they are:

### *Data Protection*

*The Data Protection Act 1998* (<http://www.legislation.hmso.gov.uk/acts/acts1998/19980029.htm>) gives everyone the right to see information about themselves, and to have personal information protected from access by others, subject to certain conditions. It's been around for some time so you may either know about it already, or can easily get information.

### *Freedom of Information*

*The Freedom of Information Act 2000* comes fully into force from January 2005, though bits of it (eg 'publication schemes') are already in

force. There are separate Acts for the UK and Scotland which give everyone (in the world, not just the UK) a right of access to any information held by a public authority, subject to certain exemptions. FOI – as it's called – is an unknown quantity at present. It applies to a very wide range of specified public authorities – all of central and local government, plus police, health, education etc *and* it also covers some contractors working for any of those bodies. If you're subject to it, you cannot escape by passing your digital information over to a contractor.

The Freedom of Information Act 2000 is available at <http://www.legislation.hms.gov.uk/acts/acts2000/20000036.htm> and the Freedom of Information (Scotland) Act 2002 is available at <http://www.scotland-legislation.hms.gov.uk/legislation/scotland/acts2002/20020013.htm>

#### *Environmental Information Regulations*

These have been around since 1992, so if they're going to affect you, you may already know about it. But be careful: revised regulations will come into force on 1 January 2005 along with FOI next year, and are much more extensive. Again, there will be separate regulations for the UK and Scotland. They will cover a wider range of public bodies and also a wider range of information about, or broadly related to, environmental issues, and the exceptions are narrower than the FOI exemptions.

For further information on this legal framework, a good place to start is the website of the Office of the

Information Commissioner, which is the body set up to regulate Data Protection throughout Britain plus FOI and access to environmental information in the UK: (<http://www.informationcommissioner.gov.uk/>), or, if you are in Scotland, the Scottish Information Commissioner, who is responsible for regulating Scottish FOI and access to Scottish environmental information (<http://www.itspubliknowledge.info/>).

*Please note: specialist organisations may also be subject to other legislation which includes provisions about access to information (eg the Access to Health Records Act, 1990).*

## CHECKLIST OF ISSUES

### ISSUES RELATING TO THE DIGITAL MATERIAL ITSELF

#### What material have you got?

You probably need to do an audit to determine:

- how much information you have got in total;
- what discrete items or groups of items it is made up of;
- what formats these are in;
- whether any of the formats are obsolete, or unusual and if so, whether you have information about the formats.

As a general rule, it will be more complex, hence more costly, to look after a wide range of formats than a single one or a narrow range, especially if some are obsolete.

#### Ownership

- Are you sure you own the material? If not, who does and can you act for them?
- Is ownership of the material to pass to the provider? Or will you need the material back at the end of the contract, to continue the service delivery or for any other reason?
- Are you under any obligation to retain ownership?
- What are the advantages and disadvantages to you, either in keeping or transferring ownership?

(See also 'Intellectual Property

Rights' below)

#### Standards

- What standards are to be set for the provider to follow? (This means, primarily, technical standards for storage, management, maintenance and preservation of the material, but could include other things eg standards for providing effective access to it)

#### Destruction or disposal

- Is the provider empowered to destroy or dispose of any of the material?
- On what terms and for what reasons?
- Would they need express permission from you on each occasion?
- If you need to destroy or dispose of any of it, for any reason, or to require the provider to do so, does the contract allow you to without incurring any penalty?

#### Recovery of material

- What provision do you need for recovering your material in good order, either at the end of the contract, or if you need to stop it early for any reason, or at any other reasonable time (eg at a built-in break point)?

## **ISSUES TO DO WITH SERVICES AND MANAGEMENT OF THE MATERIAL**

### **Services**

- Which services is the provider to be responsible for?
- Which services are you to be responsible for?

### **Access**

- Who requires access?
  - you or your agents?
  - a particular group of users (eg academics)?
  - the general public?
- What type of access is required by each of these groups?
  - to the material itself?
  - to the provider and his equipment and premises?
- What access services do you want the provider to offer? (eg online via internet; visits to the archive; delivery via CD/DVD; etc)
- If access is to be provided on a commercial basis (ie fee paying)
  - how is that to be managed?
  - who will get the proceeds?
  - what happens if usage is less/more than anticipated?

### **Right of inspection**

- Will you, or an agent acting for you, want a right of inspection? (eg of provider's premises,

equipment) Why and on what terms?

### **Records of the contract**

- What records of the management of the contract is the provider to keep?
- Do you need to specify this in the contract?
- Will you be entitled to see them?
- Will the provider need, or be entitled, to see any records you keep?

### **Intellectual Property Rights**

- Who has the intellectual property rights in the material?
- Will that change under the contract?

### **Disclosure**

- Do you need to ensure that the contractor is prevented from disclosing any of the material, or using it in inappropriate ways?

### **Confidentiality clauses**

- Is any of the material confidential?
- What do you need to do to provide for maintaining its confidentiality, from users and/or the provider and their staff?

### **Security of the records;**

- Do you need to ensure that the provider takes adequate steps to avoid damage, alteration or loss of the material?

### **Limitations on use**

- Do you need to ensure that the provider uses your material for legitimate purposes only?

### **Sensitive or classified information**

- Is any of your information sensitive, or classified and if so do you need special access provisions?
- Do you, for any other reason, need to make the provider protect it against unauthorised access?

### **Freedom of Information**

From January 2005 the Freedom of Information Acts for the UK and for Scotland come into full force. If you, or your provider, are part of a public authority, or are acting on behalf of a public authority, you may be covered by the Acts. You might then need to ensure that arrangements for access to the material comply with the terms of whichever Act covers you, and that your service provider also follows the terms of the relevant Act.

### **Data Protection**

Personal information is protected by the Data Protection Act 1998. If any of your material is subject to those provisions, you need to make sure your arrangements to outsource preservation and access comply with the Act, and that your service provider is aware of the need to comply.

### **Environmental Information Regulations**

New environmental information regulations are due in both the UK and Scotland, broader than the existing ones. Might your material fall within the relevant definition of 'environmental', which is a wide one? If so, might you be subject to requests for access under this regime? It is more liberal (ie

requesters have more rights of access) than FOI, though the two regimes are broadly similar. Again, any service provider would also be obliged comply with the relevant regulations.

### **Ending the contract**

See also 'recovery of material' above.

What provision do you need to ensure the provider behaves reasonably at the end of the contract (eg making material and information readily available for a new provider and contract, or returning it to you or sending it elsewhere?)

Are you sure that there are no hidden costs or problems here? Eg that you might have to pay extra for any of the necessary work?

## **ISSUES OF MONITORING AND PERFORMANCE**

### **Performance**

- What are the performance issues? (eg providing safe/adequate storage; security against loss/damage; service levels for users; etc)
- How will you check the provider is performing adequately?
- Do you need performance indicators to monitor this?

### **Monitoring**

- How, and how often, will the provider report to you on performance?
- Do you need other ways to check on performance? (eg



random or unscheduled checks)

### **Usage statistics**

You need to require that the provider monitors usage and reports to you regularly on this

### **Penalties**

- If the provider does not perform satisfactorily, how can you build in penalties (eg refund of payment) and how would this be managed?
- Is the provider trying to make you subject to penalties for any reason, and is this acceptable? (eg additional payments if access by users falls below the anticipated levels, and reduces planned income)

#### ***DPC contact details***

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