

***A MEMORANDUM OF UNDERSTANDING BETWEEN THE MASSACHUSETTS
BOARD OF LIBRARY COMMISSIONERS AND THE MASSACHUSETTS
ARCHIVES, ACTING ON BEHALF OF COSTEP MASSACHUSETTS, AND
SUPPORTING ENTITIES CONCERNING DISASTER RESPONSE AND
RECOVERY FOR CULTURAL RESOURCES***

This Memorandum of Understanding (MOU) is made and entered into by and between the undersigned agencies, institutions, and organizations, whose director or the chief executive officer has signed this MOU, hereinafter referred to as "Organizations," and is effective on [date].

RECITALS

WHEREAS, the Organizations are agencies or institutions located in Massachusetts and/or the United States;

WHEREAS, each Organization has identified personnel who have disaster recovery expertise and the authority to provide disaster recovery assistance for cultural heritage organizations;

WHEREAS, the Organizations agree that it is not economically feasible for any individual Organization to purchase, store, and maintain all the supplies and equipment needed to cope with a major disaster; and

WHEREAS, each Organization desires to provide to, and receive from, the MBLC and the MA through COSTEP Massachusetts disaster recovery assistance in the circumstances described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Organizations agree as follows:

1. **Governing.** The Massachusetts Board of Library Commissioners (MBLC) and the Massachusetts Archives (MA) will serve as the governing bodies for this MOU and will function through COSTEP (Coordinated Statewide Emergency Planning) Massachusetts in operating under this MOU. COSTEP Massachusetts is a statewide cooperative organization in which the MBLC and the MA serve as the two lead agencies. It is governed by a Steering Committee and an Advisory Group and serves as a liaison between outside agencies in preparing for and responding to disasters for cultural resources. Each Organization will appoint one member to the Advisory Group and may be represented on the Steering Committee. An Organization may change its appointed Advisory Group member at any time upon written notice to the Steering Committee. The Steering Committee will be responsible for sustaining COSTEP Massachusetts and for working to coordinate

any necessary activities relating to disaster response and recovery of cultural heritage resources within the Commonwealth of Massachusetts.

2. Disaster Recovery Supplies. The MBLC has created caches of basic disaster recovery supplies (100 Rescubes, 2 ReactPaks, and a min/max thermohygrometer) at sixteen public and academic libraries throughout Massachusetts that are available to any cultural heritage Organization that has suffered a disaster. The only requirement is that the materials be returned when the Organization has recovered from the disaster. The MBLC has contracted with the Northeast Document Conservation Center (NEDCC) to provide on-site technical assistance to public libraries in the event of a disaster and when the MBLC staff is unavailable. The MBLC has also contracted with Munters Moisture Control for packing, freezing, and drying services for public libraries. .

NEDCC and Munters will also respond to requests from other cultural heritage organizations. The treatment of materials in other Organizations (non-public libraries) will be the fiscal responsibility of those Organizations. If the Organizations do not have supplies and cannot access the supplies listed above, then arrangements will be made to provide the materials and services when needed through COSTEP Massachusetts and other supporting Organizations.

3. Disaster Recovery Personnel. In the event of a disaster that cannot be conveniently or expeditiously met with the disaster recovery personnel held locally, as determined by such Organization's discretion, the Organization experiencing the disaster may request assistance from COSTEP Massachusetts. The extent and duration of the assistance, if any, to be provided to the Organization experiencing the disaster will be determined solely by the availability of trained personnel and supplies. The personnel provided by one Organization for another under this Agreement will be supervised and instructed by the Organization for whose cultural organization the assistance is rendered or by a conservator or preservation professional. Nothing herein shall be construed as giving any authority to personnel of one Organization over those of another with respect to standards of performance, advancement, compensation and discipline of personnel or similar administrative matters. Disaster recovery personnel furnished by an assisting Organization pursuant to this Agreement will be considered to be acting for the assisting Organization in pursuit of lawful duties; and any wages, salaries, compensation claims or other costs relating to their employment will be borne by the assisting Organization. No Organization will be required to pay any compensation to any other Organization for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all of the Organizations.

NO ORGANIZATION WILL BE LIABLE FOR ANY ACTION TAKEN BY ITS PERSONNEL IN GOOD FAITH OR AT THE DIRECTION OF THE ORGANIZATION FOR WHOSE ORGANIZATION ASSISTANCE IS

RENDERED IN THE COURSE OF PERFORMING DISASTER RECOVERY SERVICES PURSUANT TO THIS SECTION.

4. Relationship of the Organizations. Nothing in this Agreement will be deemed to create an agency, employment, partnership or fiduciary relationship between the Organizations. No Organization is the representative of another Organization for any purpose and no Organization has the power or authority to represent, act for, bind or otherwise create or assume any obligation on behalf of another Organization for any purpose whatsoever.
5. Term and Termination. This Agreement commences on the effective date set forth above and continues indefinitely, unless terminated by the Organization itself. Notwithstanding the foregoing, any Organization may terminate this Agreement with respect to itself at any time, effective upon thirty (30) days written notice to the MBLC and the MA. None of the Organizations will incur any liability to any other Organization by reason of such termination.
6. Limitation of Liability. No Organization makes any representations or warranties, express, implied or statutory, regarding any services rendered to another Organization hereunder, including but not limited to any implied warranties of fitness for a particular purpose. Each Organization acknowledges that it has not entered into this Agreement in reliance upon any representation or warranty. The Organizations acknowledge that they would not enter into this Agreement without these limitations of liability.
7. Miscellaneous. All notices that may or must be given by one Organization to the MBLC and the MA under this Agreement may be given by personal delivery in writing or by registered or certified mail to the MBLC at 98 North Washington Street, Suite 401, Boston, MA 02114-1933 and to the MA at 220 Morrissey Boulevard, Boston, MA 02125 and will be deemed given on the date of actual delivery or three (3) days after the date of mailing, whichever is sooner. This Agreement may be amended by a written document signed by the Organizations and constitutes the entire agreement between the Organizations regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be signed in several counterparts, each of which will constitute an original.

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