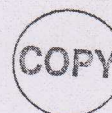


Memorandum of Agreement  
Between  
Princeton Theological Seminary  
And  
Serampore College



Whereas, Princeton Theological Seminary (hereinafter "PTS") and Serampore College (hereinafter "College") wish to collaborate to achieve digitization of selected parts of the historical, public domain materials housed in the Carey Library and Research Center at Serampore College, located in Serampore, West Bengal, India; and

Whereas, in order to accomplish this goal, PTS intends to loan a portable Table Top Scribe (TTS) to the College; and

Whereas, PTS and the College intend for the selected digitized material to be uploaded to files to the Internet Archive and incorporated into the Theological Commons;

Therefore, it is hereby agreed by PTS and the College as follows:

**Loan of Portable Table Top Scribe**

1. PTS agrees to loan one Internet Archive Table Top Scribe (TTS) to the College for the purpose of digitization of selected parts of the historical, public domain materials in the College's Carey Library.
2. PTS will pay for shipping the TTS to the College and will insure the TTS against loss while in transit from PTS to the College.
3. The College will assume full responsibility for the TTS when it arrives and will hold it in a secure location pending the arrival of PTS personnel who will assemble and test the TTS and train College personnel in its use. The TTS will arrive in a shipping crate, approximately 33 inches long by 33 inches wide by 41 inches high. The College will not alter, clean or repair the TTS without specific advance permission from PTS.
4. PTS will send its personnel to the College to train one or more College staff members or students in the operation of the equipment and the digitization workflow.
5. The College and PTS will agree jointly on which materials can be digitized and which (if any) will be excluded.
6. When the digitization project is complete, PTS personnel will come to the College to disassemble and pack the Table Top Scribe in preparation for shipment by PTS from the College to Princeton.

**Digitization Project**

1. Trained staff or students of the College will carry out the digitization workflow on a regular basis to achieve significant quantities of work per month.
2. PTS will reimburse the College for labor costs of the digitization work, but not for any supporting costs (meals, lodging, transportation, etc.). The College will send reimbursement requests on a monthly basis, including a detailed description of hours worked, rates of pay, and number of items/pages archived during the reimbursement period. PTS will process the reimbursement



payment once this has been received and the current batch of digitized documents have been received by PTS.

3. PTS will upload digital files to the Internet Archive at <http://archive.org> for public access and discovery. PTS will incorporate the digital files into the Theological Commons and create a "Featured Collection" for the Carey Library digital collection, in a manner similar to the ones currently displayed on the home page at <http://commons.ptsem.edu>.

#### Indemnification and Release

PTS and the College agree to indemnify, defend and hold harmless each other, including their governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at each institution's direction (collectively referred to as the "Releasees"), from any and all claims, demands, actions, causes of action, judgments, damages, expenses, or costs, including, but not limited to, reasonable attorney's fees and court costs, arising out of or related to this Agreement, including but not limited to the failure to secure the necessary or adequate written permission to scan, copy or reproduce any of the material to be digitized; any personal injury or property damage resulting from any act of negligence by each other's personnel in connection with any activities this Agreement; or any alleged infringement or violation of any copyright, trademark, intellectual property right, or claims based on invasion of privacy, misappropriation of likeness or other right of any person or entity resulting from the digitization project, whether by PTS, the College or any other party.

The parties hereby acknowledge and agree the each has read, understood and agrees to each of the terms of this Agreement as set forth above.

Date: 5/1/2018

For Serampore College:

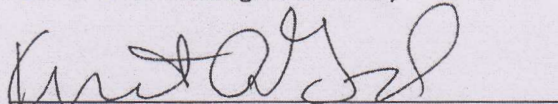


(Signature)

DR. VANSANGLURA, PRINCIPAL  
(Printed Name and Title)

Date: 1/29/2018

For Princeton Theological Seminary



(Signature)

Kurt A. Gabbard, VP for Operations  
(Printed Name and Title)

