

Review of updated MOU with UMASS SCUA from the Archives Committee

Carol A Forsythe <carol.forsythe@comcast.net>

Mar 18, 2025,
11:26 AM

To: Susan Davies, Permanent Board Clerk, Carol, NEYM Secretary

Susan Davies,

This year the Archives Committee worked with Danielle Kovacs of the Special Collections and Archives (SCUA) at UMASS to update the Memorandum of Understanding which we put in place when the NEYM were placed with SCUA.

We would like to report on this update. It does not substantially change the understanding, but is updated based on our five years of experience.

We are currently waiting on the final review by the director at SCUA, but once that has occurred, I will send a report discussing the changes as well as the document itself.

A member of the committee will come to Permanent Board to present the report.

I am writing now to let you know of this work.

thank you,
Carol Forsythe

Report from NEYM Archives Committee on the 2025 update to the Memorandum of Understanding(MOU) with Special Collections and Archives (SCUA) UMass Amherst

Purpose: The Archives Committee is submitting this report to inform the Permanent Board of changes in our MOU with SCUA.

Background: The MOU was originally agreed in 201 and approved by the Permanent Board. The document was created with the intention that it would be regularly reviewed by both our committee and SCUA to ensure documentation of any changes to our operating agreement. Since the MOU was originally developed, both SCUA, the Archives Committee and our Outreach Archivists have seen the need to clarify some of the language to make clear our intent. The changes:

1. Updates Contact information with the name of the new Director at SCUA. Changed the contact information for NEYM to emails so there is continuity of contact with committee clerk or outreach clerk change. Part 3. A.
2. Section D, Privacy and Sensitivity Issues has been clarified regarding closure of submitted materials, examples of sensitive materials and types of access which can be designated at the time submission to SCUA.
3. Clearer description of on-going deposit process, Section E. This now defines a on-time deed of gift from each Meeting and an on-going transfer letter for subsequent deposits.

Action: **Request approval of the revised document.** This has been reviewed and approved by Aaron Rubinstein, Director of SCUA as well as Danielle Kovacs, Curator of Collections, as well as the Archives Committee.

Attachment : Drafted MoU SCUA and NEYM upd-3-2025 (attached). Also, on Google drive: Archives >Archives Committee Minutes and Annual Reports >2024-25 Archives Committee Minutes & Work. Changes remain highlighted in red in sections D and E.

Carol Forsythe, for the NEYM Archives Committee

Memorandum of Understanding relating to the Records of the New England Yearly Meeting of Friends (referred to in this document as “The Collection”)

Part 1.

The Department of Special Collections and University Archives of the UMass Amherst Libraries ("SCUA") and the New England Yearly Meeting of the Society of Friends and its constitutive bodies ("NEYM") bring different gifts to the relationship formalized with this document. SCUA brings knowledge and expertise in managing, maintaining, and providing access to archival collections and institutional records. NEYM brings knowledge of the history and organization of itself and more broadly Quakers, as well as contacts and communications systems with and among NEYM and the individuals that form the corporate body called NEYM. Both parties also bring a willingness to work together to ensure that records with enduring historical value continue to be created, collected, preserved, and made accessible.

This Memorandum of Understanding is intended to be a living document. Both parties understand and agree that changes in process and procedure may become necessary over time. This Memorandum of Understanding will serve as a place to record mutually agreed upon changes. At a minimum, both parties should review this document every year and they should both agree that it is working well. In the event that one or both feel that changes should be made, or new agreements and understandings recorded, they should collaborate to find a mutually agreeable process and procedure.

Part 2.

As stated in the Deed of Gift, SCUA and NEYM agree to work collaboratively to:

- A. Understand the content of The Collection, and resolve any ownership, copyright, and privacy issues that may arise during the cataloging of the collection, or once intellectual access to The Collection is given to the general public.
- B. Develop systems of communication to aid the future collection of records from Monthly and Quarterly Meetings and the Yearly Meeting. SCUA will provide the Archives Committee with an annual report each May, in time for the Archives Committee to prepare its report that is due to NEYM in June. The Archives Committee will update SCUA at least annually about committee goals and any concerns that may have arisen under this agreement.

Part 3.

This section contains the elaboration of policy and procedure mentioned in the Deed of Gift, which specifically refers the parties to the Memorandum of Understanding in four places. It is, however, not intended to limit either party to just those areas if both parties discover other areas that need mutual agreement.

Sections may be collaboratively added, subtracted, or edited as the need arises. "Contacts and organizational structures," for instance, is a new section that was not referenced in the Deed of Gift.

A. Contacts and organizational structures

As an aid to collaboration, both parties will keep the other updated about who to contact to get help or support. For NEYM, possible points of contact include: the NEYM Archivist (Outreacharchivist@neym.org), the Clerk of the Archives Committee (archives@neym.org), the NEYM Secretary (Noah Merrill, secretary@neym.org), and the NEYM Office Manager (Sara Hubner). All appropriate contact information is to be kept updated by NEYM. For SCUA, possible points of contact include: the Head of Special Collections and University Archives (Aaron Rubinstein) and the Curator of Collections (Danielle Kovacs). SCUA will keep contact information up to date.

B. Ownership Issues

1. NEYM, and in future, the donating constitutive body, agrees to convey to SCUA all legal title to The Collection as an unrestricted gift, except as specified in the Deed of Gift and this Memorandum.

2. SCUA agrees that in the event that it shall decide not to retain any materials within The Collection, all such materials shall be returned to the donor, upon request, at SCUA's expense.

C. Copyright Issues

1. NEYM, and in future, the donating constitutive body, agrees to share ownership of any and all copyrights in The Collection that they hold and grants SCUA a nonexclusive right to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes pursuant to a Creative Commons Attribution, NonCommercial license.

2. Some of the discretionary uses incidental to The Collection's inclusion in SCUA (including, but not limited to digitization, exhibition, display, and research access), may implicate copyrights. To the extent that such activities are not already permitted under statutory copyright exceptions such as fair use, NEYM or the donating constitutive body grants SCUA an irrevocable non-exclusive royalty-free worldwide perpetual license for all reasonable discretionary uses.

3. It is understood that NEYM, and in future, the donating constitutive body, can legally transfer only those rights which it owns; and that The Collection contains materials for which copyright is owned by other parties. In such cases, SCUA will direct researchers who wish to publish this material to request permission directly from the copyright holder. SCUA will also inform researchers in situations where copyright ownership cannot be ascertained.

4. Should NEYM, any of its constitutive bodies, or individuals who have signed release agreements for donated materials request, they may retain copyright for clearly designated portions of The Collection for a clearly specified duration.
5. To the extent that NEYM or the constitutive body holds copyright to the materials in the Collection, that copyright is shared with SCUA and either entity may grant permission to publish material.
6. Requests to publish from any materials in The Collection for which NEYM, any of its constitutive bodies, or individuals who have signed release agreements for donated materials elects to retain copyright, apart from those permitted under statutory copyright exceptions such as fair use, shall be forwarded to the NEYM Archives Committee for consideration.

D. Privacy and Sensitivity Issues

1. NEYM reserves the right to restrict research access to any body of records within The Collection due to concerns over personal privacy, confidentiality, or any other points of sensitivity. It is understood by both parties that it may not be possible, in every case, for NEYM to make the request for closure prior to transfer of the records to SCUA. For the original donation, NEYM will make every effort to determine which, if any, materials require closure as soon as possible after the transfer. If any materials are designated for closure **or restriction**, this will be clearly communicated in writing to SCUA and the materials themselves will be clearly identified. Examples of records that may contain private or sensitive information include: Vital Record forms, Current Meeting Address lists, Minutes of Pastoral Care Committees, and Minutes of Ministry and Counsel and of its subcommittees such as clearness and support committees. Additionally, photos and videos without consent forms. The containers of any closed or restricted material, as well as any accompanying finding aids or inventories, will display a firm date after which the records can be made available to all researchers.
2. Any material the prospective donating body deems to be sensitive may be closed or restricted for a set period of time: either 20 years or 40 years from the **date the creation**. Materials deemed too sensitive ever to be made available to researchers should not be transferred to SCUA.
3. **Types of access to be designated at time of transferral to SCUA:**
 - a. Closed for either 20 or 40 years. The final date of closure will be visible in the SCUA finding aid. If physical, the boxes will not be made available until the end of the closure. If the materials are digital they will be held on SCUA internal only servers until the end of closure.

- b. Restricted to physical access only for either 20 or 40 years. These materials may ONLY be used at SCUA's reading rooms. If the material is digital it will be provided to the user only through University computers in the SCUA reading rooms.
- c. Open. These materials, whether physical or digital may be accessed at the SCUA reading rooms, or through digital copy. They are available to be accessed through the SCUA website.

3. Through the Clerk of the Archives Committee, NEYM or any of its constitutive bodies may request access to its own restricted materials during the period of closure; all other use shall be prohibited. The Clerk will notify SCUA via email of any decisions about granting access to restricted materials, cc-ing the Secretary of NEYM.

E. Ongoing Deposits

1. Future accruals to The Collection are expected and shall be deemed as falling under the terms of this agreement.

2. NEYM and SCUA will work to encourage the donation of future additions to The Collection, including records of NEYM, its Quarterly and Monthly Meetings, and other constitutive bodies.

3. Donations of physical records and digital records will be accepted by SCUA at any time. The first donation for a Meeting must be accompanied by a signed Deed of Gift. Subsequent gifts must be accompanied by a signed Transfer Letter. The Deed of Gift and Transfer Letter forms, the collecting policy for the Archives, and guidelines for donating materials are available on the Archives Committee web page: <https://neym.org/archives>.

e Archives Committee web page: <https://neym.org/archives>.

4. Donations of recordings of oral history interviews, personal statements such as Spiritual Journeys, presentations, photos, videos or performances should include copies of signed release forms, if at all possible. If releases were not obtained or are not available, the donor should indicate why, to the best of his or her knowledge (e.g.. the person recorded is now deceased). These release forms are also available on the Archives Committee web page: <https://neym.org/archives>.