

2017

Memorandum of Understanding

Kent State University

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Recommended Citation

Kent State University(2017). Memorandum of Understanding. *Digital Commons Forms and Information*. Paper 5.
https://digitalcommons.kent.edu/dc_formsandinfo/5

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Memorandum of Understanding

Digital Commons@KSU

1. Nature of Memorandum of Understanding

This Memorandum of Understanding (hereafter known as the “MOU”), between Kent State University Libraries (hereafter known as the “Library”) and the Sponsor (hereafter known as the “Sponsor”) of _____ (hereafter known as the “Publication/Event”), is an MOU regarding publishing in Digital Commons @ Kent State University Libraries, Kent State University’s digital institutional repository. The Sponsor warrants that it has full authority to enter into this MOU on behalf of the Publication/Event. The statements below define the relationship between the Library and the Publication/Event for the sole purpose of publishing and hosting using the Digital Commons platform. This MOU may be amended in writing with the approval of the Library and Sponsor (See 4b for more detail).

The Library and the Sponsor believe that providing open access to the Publication/Event via Digital Commons will ensure that the widest possible range of scholars and professionals will have access to knowledge that will inform and advance study in relevant fields.

2. Roles and Responsibilities

The Library and Sponsor agree to the following demarcation of roles and responsibilities:

(a) Kent State University Libraries, through the Digital Commons Team, will:

- i. Make materials deposited in Digital Commons @ Kent State University Libraries available free of charge to the public via the Internet or any subsequent technology;
- ii. Provide access to the Digital Commons software and establish an account to allow Sponsor to deposit and manage content within Digital Commons@ Kent State University Libraries;
- iii. Provide the Publication/Event with free hosting services for deposited content;
- iv. Use reasonable efforts to provide 24/7 access to the Publication/Event within Digital Commons @ Kent State University Libraries, routine maintenance, technical difficulties, and other unforeseeable events that prevent access to the Publication/Event notwithstanding;
- v. Assist with initial set-up of the Publication/Event on Digital Commons, including

connecting the Sponsor with the appropriate personnel at Bepress, the Digital Commons software vendor; and

vi. Facilitate initial training for Sponsor's use of the Digital Commons online interface and provide guidance for ongoing maintenance and training.

(b) The Sponsor / Publisher, through any Editor(s) it appoints, will:

i. Be **fully responsible** for all aspects of the creation, transfer and updating of content to the Digital Commons software; with the exception of agreed upon processing activities, specified here: _____

ii. Be fully responsible for ensuring that content submitted to the Digital Commons complies with existing federal copyright, privacy, and Digital Commons policies. The Sponsor is responsible for notifying authors and securing permissions for content submitted to the Digital Commons;

iii. Designate at least **one editor or designee** who is associated with Kent State University with responsibility for learning the Digital Commons software and maintaining content within Digital Commons @ Kent State University Libraries, and further, will alert the Library if a change in the editor or designee occurs;

iv. Keep the Library updated on current contact information;

v. Hold the Library harmless for any damages, costs, or losses whatsoever arising out of or related to this MOU and these services, including, but not limited to, damages arising from the breakdown of the technology and difficulties with access;

vi. Participate fully and **in a timely manner** with the set-up phase to include interface design, editorial policy creation, style-guide creation, and online training for administrators; and

vii. In the event of a decision to discontinue the hosting arrangement or in the event of an anticipated inability, or desire, to fulfill the responsibilities outlined in this agreement, provide the Library with three **(3) months prior notice** of its intention to do so.

3. Back-Up and Preservation

(a) In addition to the access freely provided by Digital Commons@Kent State, the Library will provide long-term digital storage and preservation on all content that is submitted, including

future format migration and offline dark archive storage;

(b) In order to create a stable, citable document (except in special circumstances), no change to documents can be made once uploaded to Digital Commons. Some content may also receive a permanent identifier (DOI) which will be retained with the item regardless of future platform decisions.

4. Term of Agreement and Right to Refuse

(a) The Library reserves the right to refuse or withdraw items or collections or to remove contents from Digital Commons that are deemed to be in violation of U.S., Ohio, or local laws or of this MOU, to revise the terms of this MOU, and to make changes to Digital Commons @ Kent State University Libraries to reflect changes of this MOU.

(b) The Library will periodically assess this agreement to provide an opportunity to determine the effectiveness of the service and plan for the future.

(c) The Library reserves the right to remove an unpopulated Publication/Event after three years of inactivity;

(d) The term of this agreement shall commence as of the latest date entered below and may terminate at the discretion of either the Library or the Sponsor with written notice of **three (3) months**.

(e) LIBRARY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE FUNCTIONALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF DIGITAL COMMONS.

Individual authorized to sign on behalf
of Kent State University Libraries

Individual authorized to sign
on behalf of content to be added

X _____
Name (print)

X _____
Name (print)

Date

Date

Email

Email