

Memorandum of Understanding

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 _____ [*Publication/Event Title*] _____ (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 Kent State University Libraries.

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

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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;

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;

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) Any backup and technical protections will be administered by Bepress, the Digital Commons software vendor. Notwithstanding the preceding, Digital Commons is not designed or intended for long-term document preservation. The Sponsor is strongly advised to maintain copies of all material deposited into Digital Commons.

(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.

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

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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 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.

(d) 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	X
Name (print)	Name (print)
Date	Date
Email	Email