

Digital Return: Templates for Institutional Agreements

Digital Stewardship Curriculum

This document and template are meant as an introductory guide, you should consult with your tribal legal department before entering into any such agreements.

What is an MOU?

MOU stands for “Memorandum of Understanding.” An MOU describes a very broad concept of mutual understanding, goals and plans shared by the parties. It can define the extent of the relationship as well as common interests and objectives.

What is an MOA?

MOA stands for “Memorandum of Agreement.” An MOA describes in more detail the specific responsibilities of, and actions to be taken by each of the parties so that specified goals can be accomplished.

What is the difference between MOA and MOU?

The difference between a Memorandum of Understanding and a Memorandum of Agreement depends upon the stage of the project requiring an MOU or MOA, the extent of detail to be included and the specific actions to be taken by the parties. For instance, a MOU is often created as a first step for establishing mutual understanding between two parties. An MOA is a more detailed (and sometimes a follow up) document that reviews and redefines details of the relationship and carries more significant commitment.

Why would your institution want to enter into an MOA and MOU?

An MOA or an MOU is a really good way to establish a set of shared principles or objectives in a new relationship with another institution or third party. These agreements might seem overly formal, but they offer an opportunity for defining **clear and agreed upon terms** for current and future work. An MOU or MOA is a negotiation between different interests and stakeholders, so it can take a little time to write. But the benefit of creating the agreement is in gaining a consensus about your working relationship, goals and priorities, who has what responsibilities for which parts of the project and the types of activities you wish to work on jointly.

You may choose to create one MOU to govern the whole project or create an MOU for your general working relationship with an institution and then an MOA for each specific project to set out the details of the work, the time frame and the specific outcomes. For instance you might enter an initial MOU for the development of a project together, for planning phases or for the identification of important cultural heritage materials at another cultural institution. You might then enter into an MOA for the work stage of the project to define clear activities, outcomes, and working relationships. Finally, you may create a final MOA once the project is complete to define next steps.

SAMPLE Memoranda of Agreement

MEMORANDUM OF AGREEMENT (MOA)

AMONG THE _____ [UNIVERSITY], in [CITY, STATE], AND THE
_____ [TRIBE]

The MOA should clearly state the parties involved.

CONCERNING

THE ONGOING DEVELOPMENT OF THE _____ [PROJECT TITLE]

Add the title of the specific project you are agreeing to collaborate on here.

SAMPLE PROJECT SECTION

Provide a summary of the project, its goals, and the specific responsibilities for each party in order to reach those goals.

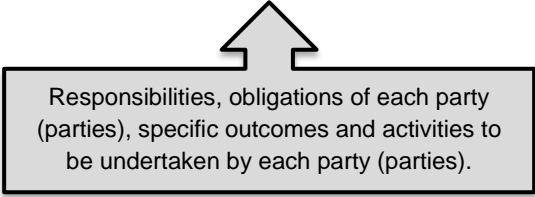
THE [PROJECT TITLE]

This MOA concerns the ongoing development of the [PROJECT TITLE] project for Tribal nations (or insert specific tribe) associated with [UNIVERSITY] and the ongoing digitization and maintenance of digital materials for inclusion in the Portal. The Portal is meant to:

This could be the Tribe or it could be a department within the tribe for ex: The Navajo Nation or the Navajo Heritage and Culture Department.

1. Provide digital materials and tribal knowledge through an interactive, educational and web-based platform accessible to those with Internet;
2. Facilitate exchange of digital materials currently stored in the collections of local, regional and national repositories;
3. Allow for the sharing of metadata, knowledge and content between local, regional and national repositories, [UNIVERSITY] and affiliated tribes. This could include the sharing of collection materials, metadata and distinct knowledge related to the materials; and
4. Provide a one-stop access point for tribes, scholars and the general public for Plateau materials that have been identified by the affiliated tribes and/or uploaded by the affiliated tribes and vetted for accuracy, ethical concerns and cultural attribution.

CONTRIBUTIONS SECTION

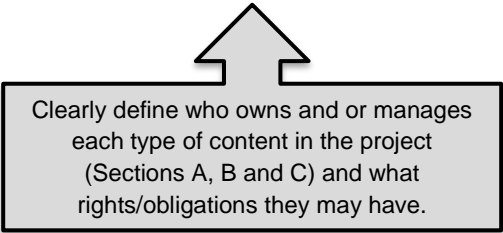


Responsibilities, obligations of each party (parties), specific outcomes and activities to be undertaken by each party (parties).

PARTNER CONTRIBUTIONS

The PROJECT TITLE has three types of content associated with it: 1) content owned or managed by [UNIVERSITY]; 2) content owned or managed by the Tribal members and; 3) third-party content submitted by our regional and national partner organizations. Each type of content has associated rights and responsibilities.

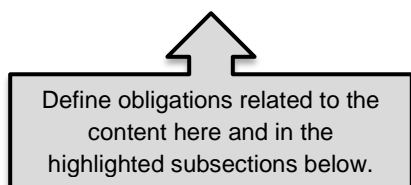
A. Content owned or managed by [UNIVERSITY]



Clearly define who owns and or manages each type of content in the project (Sections A, B and C) and what rights/obligations they may have.

[UNIVERSITY] owns or has physical possession of collections related to the [TRIBE](s). These collections are either in the public domain and thus available to all or are subject to copyright laws. Through the (Portal) [UNIVERSITY] has agreed to make these materials accessible to the [TRIBE] as well as to the general public.

In this document [UNIVERSITY] agrees to:



1. Maintain control over any digital materials created including JPEG and TIFF files while agreeing to provide the _____ Tribe with copies within 30 days of written notice to do so. Files will be transferred using the most current and acceptable venue for both parties. Files will be transferred via FTP or on the most up-to-date format for file transfer.
2. Provide the industry standard preservation guidelines to all digital materials created for the Portal ensuring their long-term preservation in perpetuity.
3. Provide the _____ [TRIBE] with password-protected access to the record fields for all of the materials identified as relating to the tribe. Materials will be identified in joint consultation between Portal staff and the _____ [TRIBE].
4. Provide training for _____ [TRIBE] staff at [UNIVERSITY] and at the _____ [TRIBE LOCATION] as funding and travel constraints allow.

The [TRIBE] agrees to:

1. Add metadata and tribal knowledge to the materials the [UNIVERSITY] uploads to the Portal as time and staffing constraints allow;
2. Provide [UNIVERSITY] with the names of tribal representatives who will be working on the Portal and will need training by [UNIVERSITY] staff;
3. Aid [UNIVERSITY] in the continued application for funding for the Portal by providing letters of commitment and support for national and regional granting agencies;
4. Provide input as to the ongoing needs of the tribe in relation to the Portal.

B. Tribally owned content

Under this agreement, any collections or content the _____ Tribe owns including but not limited to: images, videos, audio files and/or documents that are upload to the Portal from their own collections is their sole property, uploading the content to the Portal does not alter any previous copyright or contracts under which any material is governed.

[University] agrees to maintain a collaborative partnership with the _____ Tribe regarding the usage of digital images presented by the _____ Tribe for use on the Portal. The following terms of condition govern this body of material while the materials reside on the Server of _____ [UNIVERSITY]:

