

****THIS DOCUMENT IS A GENERAL TEMPLATE FOR MOA'S OR MOU'S CONCERNING DIGITAL PROJECTS BETWEEN TRIBES AND UNIVERSITIES OR OTHER COLLECTING INSTITUTIONS. IT IS MEANT ONLY AS A GUIDE FOR PURPOSES OF EDUCATION AND OUTREACH.**

MEMORANDUM OF UNDERSTANDING (MOU)

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

CONCERNING

THE ONGOING DEVELOPMENT OF THE _____ WEB PORTAL

The Project

This MOU concerns the ongoing development of a web portal for Tribal nations associated with XX UNIVERSITY and the ongoing digitization and maintenance of digital materials for inclusion in the _____ Portal (Portal). The Portal is meant to:

1. Provide digital materials and tribal knowledge through an interactive, educational and web-based platform
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, XX 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.

Partner contributions

The Portal has three types of content associated with it: content owned or managed by XX UNIVERSITY; content owned or managed by the Tribal members and; 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 XX UNIVERSITY

XX UNIVERSITY owns or has physical possession of collections related to the Nez Perce Tribe. These collections are either in the public domain and thus available to all or are subject to copyright laws. Through the (Portal) XX UNIVERSITY has agreed to make these materials accessible to the Nez Perce Tribe as well as to the general public. In this document XX 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 and/or on CDs.
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 _____ Tribal staff at XX UNIVERSITY and at the _____ reservation as funding and travel constraints allow.

The Nez Perce Tribe agrees to:

1. Add metadata and tribal knowledge to the materials the XX UNIVERSITY uploads to the Portal as time and staffing constraints allow;
2. Provide XX UNIVERSITY with the names of tribal representatives who will be working on the Portal and will need training by XX UNIVERSITY staff;
3. Aid XX 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.

WSU 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:

1. While this collection is under the stewardship of _____ UNIVERSITY, no object(s) shall be used by UNIVERSITY for any purpose unless permission is granted, in writing, by the _____ Tribal government.
2. Tribal representatives may remove items from WSU's care at any time.
3. The _____ Tribe will maintain copyright and control over any materials they add to the Portal. If such a time arises that the _____ Tribe no longer wants to be part of the project, WSU agrees to remove from the portal the materials contributed by the _____ Tribe, provided that XX UNIVERSITY is given written notice at least 90 days before the materials are removed.
4. Care and preservation of the collection while in XX UNIVERSITY's custody will be the same as given to similar objects owned by XX UNIVERSITY. No alteration or restoration of the digital objects will be undertaken without written authorization from the _____ Tribe.
5. XX UNIVERSITY will furnish, in writing, any notification or changes of status with the _____ Tribe's collection while in its care.

C. Third party owned content

If applicable, content contributed by third parties, such as our partner collecting institutions, and selected for inclusion in the Portal by the associated Tribe is subject to separate agreements with those parties.

Signature constitutes agreement with conditions above.

Chairman, _____ Tribe

Date

UNIVERSITY

Date