

# Memorandum of Agreement Overview for a Digital Return Project

## Digital Stewardship Curriculum

This document provides general information about MOUs and MOAs as well as an explanatory document for producing a MOA for a **digital return project** between a Tribal Archive, Library, Museum or Cultural Center and a non-Native institution (University, collecting institution, repository, etc.). This document and template are meant as an introductory guide, and you should consult with your Tribal legal department before entering into any such agreements.

### What is an MOU? What is an MOA?

MOU stands for “Memorandum of Understanding.” A 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.

MOA stands for “Memorandum of Agreement.” A MOA describes in more detail the specific responsibilities of and actions to be taken by each of the parties to accomplish specified goals.

### What is the difference between MOA and MOU?

The difference between a MOU and a MOA depends upon the stage of the project requiring an MOU or MOA and 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. A MOA is a more detailed document that reviews and redefines details of the relationship and carries more significant commitment. A MOA may or may not be a follow up to an MOU.

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

A MOA or an MOU is a 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 significant amount of 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 MOAs 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 a 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.

# Memorandum of Agreement Explanatory Document

This MOA document gives a starting place for creating an MOA draft around a collaborative digital project. The template provided is based on the example of the Plateau Peoples' Web Portal – a collaborative project and digital archives website reciprocally managed between Washington State University and multiple Plateau Tribes and Nations. The template is most applicable to a collaborative project between a Tribe, or multiple Tribes, and a University or College, to provide access to digital material through a digital archives website.

## MEMORANDUM OF AGREEMENT (MOA)

AMONG THE \_\_\_\_\_ **[UNIVERSITY]**, in [CITY, STATE], AND THE  
\_\_\_\_\_ **[TRIBE(S), NATION(S), COMMUNITY(IES), ETC.]**

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.

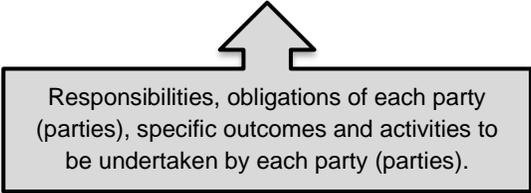
### THE **[PROJECT TITLE]**

This MOA concerns the ongoing development of the **[PROJECT TITLE]** project for **[TRIBE(S)]** associated with **[UNIVERSITY]** and the ongoing digitization and maintenance of digital materials for inclusion in the **[PROJECT or WEBSITE]**. The **[PROJECT or WEBSITE]** is meant to:

The Tribe(s) might be the party involved in the MOA, or it could be a department within the Tribe(s), based on specific Tribal structures and procedures.

1. Provide digital materials and Tribal knowledge through an interactive, educational and web-based platform accessible to those with Internet access;
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 [TRIBE or TRIBES or REGION] 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

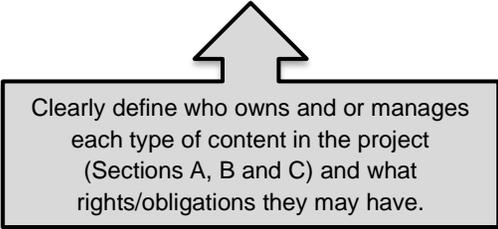


Responsibilities, obligations of each party (parties), specific outcomes and activities to be undertaken by each party (parties).

### PARTNER CONTRIBUTIONS

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

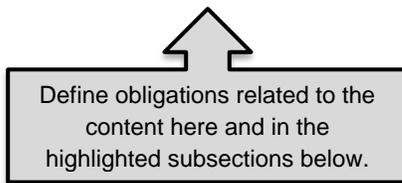
#### A. Content owned or managed by [UNIVERSITY]



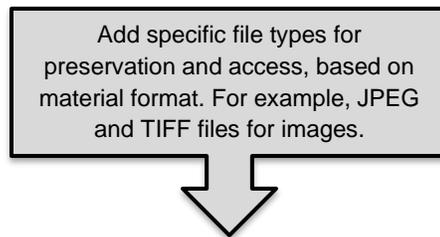
Clearly define who owns and or manages each type of content in the project (Sections A, B and C) and what rights/obligations they may have.

[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 [PROJECT or WEBSITE] [UNIVERSITY] has agreed to make these materials accessible to the [TRIBE] as well as to the [ADDITIONAL AUDIENCE].

In this document [UNIVERSITY] agrees to:



Define obligations related to the content here and in the highlighted subsections below.



Add specific file types for preservation and access, based on material format. For example, JPEG and TIFF files for images.

1. Maintain control over any digital materials created including [FILE TYPES] files while agreeing to provide the [TRIBE(S)] 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.
2. Provide the industry standard preservation guidelines to all digital materials created for the [WEBSITE] ensuring their long-term preservation in perpetuity.
3. Provide the [TRIBE(S)] with password-protected access to the record fields for all materials identified as relating to the [TRIBE(S)]. Materials will be identified in joint consultation between [PROJECT] staff and the [TRIBE(S)].
4. Provide training for [TRIBE(S)] staff at [UNIVERSITY] and at the [TRIBE(S) LOCATION(S)] as funding and travel constraints allow.

The [TRIBE] agrees to:

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

### B. Tribally owned content

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

[UNIVERSITY] agrees to maintain a collaborative partnership with the [TRIBE(S)] regarding the usage of digital materials presented by the [TRIBE(S)] for use on the [WEBSITE]. The following terms of condition govern this body of material while the materials are hosted on the server of [UNIVERSITY]:

