

Memorandum of Agreement Example from the Plateau Peoples' Web Portal

This document is a general template for a Memorandum of Agreement concerning digital projects between Tribes and Universities or other collecting institutions.

This example is meant only as a guide for purposes of education and outreach. Tribal representatives interested in creating an MOU or MOA should refer to appropriate leadership or Tribal legal department or consultants before entering into any formal agreements.

MEMORANDUM OF AGREEMENT (MOA)

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

CONCERNING

THE ONGOING DEVELOPMENT OF THE _____ [PROJECT/WEBSITE]

The Project

This MOA concerns the ongoing development of a web portal for Tribal nations associated with [UNIVERSITY] and the ongoing digitization and maintenance of digital materials for inclusion in the 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, [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 [UNIVERSITY] 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 [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 [UNIVERSITY]

[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(S)] 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(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 Portal ensuring their long-term preservation in perpetuity.
3. Provide the [TRIBE(S)] with password-protected access to the record fields for all of the materials identified as relating to the [TRIBE(S)]. Materials will be identified in joint consultation between Portal staff and the [TRIBE(S)].
4. Provide training for [TRIBE(S)] staff at [UNIVERSITY] and at the _____ reservation as funding and travel constraints allow.

The [TRIBE(S)] 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(S)] 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(S)] regarding the usage of digital images presented by the [TRIBE(S)] 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 [TRIBE(S)] government.
2. Tribal representatives may remove items from [UNIVERSITY]'s care at any time.
3. The [TRIBE(S)] will maintain copyright and control over any materials they add to the Portal. If such a time arises that the [TRIBE(S)] no longer wants to be part of the project, [UNIVERSITY]'s agrees to remove from the portal the materials contributed by the [TRIBE(S)], provided that [UNIVERSITY] is given written notice at least 90 days before the materials are removed.
4. Care and preservation of the collection while in [UNIVERSITY]'s custody will be the same as given to similar objects owned by [UNIVERSITY]. No alteration or restoration of the digital objects will be undertaken without written authorization from the [TRIBE(S)].
5. [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(S)] is subject to separate agreements with those parties.

Signature constitutes agreement with conditions above.

Chairperson, [TRIBE]	Date
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(Additional signatures), [TRIBE]	Date
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Director, [UNIVERSITY]	Date
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(Additional signatures), [UNIVERSITY]	Date
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