Georgia Southern University Libraries

Memorandum of Understanding for
Archiving and Distribution of Digital Collections

Agreement Date: _____

The Georgia Southern University Libraries (the “Repository”) is pleased to offer archiving and distribution services to:

__________________________________________ (the “Sponsor”)

by serving as host and electronic distributor for:

__________________________________________ (the “Collection”).

Whereas the parties seek to advance public awareness of, and access to, resources of social and cultural significance, the parties agree to the following:

1) The Repository will:

   a) make all Collection materials and metadata archived or produced under this agreement available free of charge, via the Internet or any subsequent technology, for as long as this agreement remains in force, consistent with all supported access and reuse licensing agreements entered into between the Sponsor (or their designated proxies) and the copyright holders of the archived materials (for supported access and reuse options, see Appendix A);

   b) select, fund, maintain, and support all technologies deemed by the Repository to be necessary to fulfill paragraph 1a consistent with archival and/or institutional repository best practices;

   c) provide the Sponsor (or their designated proxies) with appropriate access to technologies supporting administration of the Collection as outlined in paragraphs 2c through 2e;

   d) offer guidance on, and support for, all Collection platform and website configurations currently supported by the technologies provided under paragraphs 1b and 1c;

   e) serve as liaison between the Sponsor (or their designated proxies) and all vendors with whom the Repository has contracted as outlined in paragraph 1b;

   f) facilitate set-up and maintenance of the Collection platform and website;

   g) perform administrative updates to the Collection platform and website as needed;
h) provide the Sponsor (or their designated proxies) with timely notification of any technology changes that may impact availability or administration of the Collection platform and website, or Collection materials and metadata archived or produced under this agreement;

i) to the extent possible, apart from reasonable maintenance downtimes, provide continuous electronic access to Collection materials and metadata archived or produced under this agreement;

j) advise and assist the Sponsor (or their designated proxies) to increase the visibility, accessibility, and use of all Collection materials and metadata published under this agreement; and

k) digitally archive all Collection materials and metadata archived or produced under this agreement.

2) The Sponsor will:

a) grant to the Repository a non-exclusive, worldwide license for electronic hosting and dissemination of all of the Collection materials and metadata archived or produced under this agreement, via the Internet or any subsequent technology, consistent with all supported access and reuse licensing agreements entered into between the Sponsor (or their designated proxies) and the copyright holders of the archived materials;

b) grant to the Repository a non-exclusive, worldwide license to license others to store, reproduce, republish, transmit, and distribute all Collection materials and metadata archived or produced under this agreement, consistent with all supported access and reuse licensing agreements entered into between the Sponsor (or their designated proxies) and the copyright holders of the archived materials;

c) assume full responsibility for administrating the Collection, including appointing administrative proxies and support personnel; approving the Collection’s scope, title, and descriptive / interpretative content; approving policies governing material review and inclusion; and all other matters pertaining to the administration of the Collection;

d) assume full responsibility for securing all supported access and reuse licensing agreements with copyright holders to archive, describe, and publish their materials on the Collection platform and website, consistent with the conditions of this agreement;

e) assume full responsibility for archiving, describing, and publishing all copyrighted materials on the Collection platform and website consistent with all supported access and reuse licensing agreements secured under paragraph 2d;

f) participate in set-up and maintenance of the Collection platform and website;
g) participate in the ongoing maintenance of the Collection platform and website, including
timely notification to the Repository of any needed appearance or configuration changes;

h) request and participate in training as needed;

i) assume full responsibility for all Collection materials archived or produced under this
agreement, and indemnify and hold the Repository harmless for any claims, damages, or
legal actions arising from those materials;

j) hold the Repository harmless for any damages, costs, or losses arising from provision of
all services under this agreement, including damages arising from technology issues or
difficulties with access; and,

k) assume full responsibility for production and distribution of Collection materials archived
or produced under this agreement.

3) This agreement will begin with the signature of the authorized representatives of the Sponsor and
the Repository, and continue indefinitely unless either party provides ninety (90) days written
notice of intent to terminate.

4) Either the Sponsor or the Repository may request review of this agreement at any time.

5) In the event of termination of this agreement, the Repository will cooperate fully and make all
reasonable efforts to provide a smooth transition of content and metadata archived or produced
under this agreement to whatever platform or service provider the Sponsor designates. However,
the Repository reserves in perpetuity all rights granted to it by the Sponsor in paragraphs 2a and
2b.

6) Authorized Signatures.

___________________________________  _____________________________________
Authorized Sponsor Representative     Authorized Repository Representative

___________________________________  _____________________________________
Print Name                          Print Name

___________________________________  _____________________________________
Title                               Title

___________________________________  _____________________________________
Email Address                       Email Address

___________________________________  _____________________________________
Date                                Date
Appendix A
Georgia Southern University Libraries
Supported Access and Reuse Licensing Options
Updated: February 15, 2018

In order to accommodate the various needs of copyright holders, the Repository supports archiving and distribution of copyrighted materials under an array of access and reuse licensing options.

Under paragraphs 2d and 2e of this agreement, the Sponsor (or its designated proxies) is responsible for securing all supported access and reuse licensing agreements with copyright holders to archive, describe, and publish their materials on the Collection platform and website. Furthermore, the Sponsor (or its designated proxies) is responsible for archiving, describing, and publishing all copyrighted materials on the Collection platform and website consistent with these agreements.

When securing permission with copyright holders, please ensure that all access and reuse licensing agreements are consistent with the following supported options:

**Supported Access Options**

- **Full Open Access**: Materials will be made freely available for viewing and download on the open web.
- **Campus-Only Access**: Materials will be made freely available for viewing and download on the campuses of Georgia Southern University.
- **Metadata-Only Access**: Metadata for the materials only will be made freely available for viewing on the open web.
- **Embargoed Access**: All access to Materials for viewing and download will be embargoed until a future date specified by the copyright holder. When the embargo date is met, the materials may be made available under any of the above access options.

*For all options, metadata is freely available to view. All materials that enter the public domain will be made freely available for viewing and download on the open web.*

**Supported Reuse Licensing Options**

- Any Creative Commons International 4.0 License ([https://creativecommons.org](https://creativecommons.org))
- Any Open Data Commons License ([https://opendatacommons.org/licenses/](https://opendatacommons.org/licenses/))
- The Non-Exclusive License to Archive and Openly Distribute Works Submitted to Georgia Southern University’s Open-Access Institutional Repository (Appendix B)
- A custom, collection-specific license developed in collaboration with Repository personnel and with approval of Georgia Southern University counsel
Appendix B
Non-Exclusive License to Archive and Openly Distribute Works Submitted to Georgia Southern University’s Open-Access Institutional Repository

To properly administrate works archived in, and openly distributed from, Georgia Southern University’s open-access institutional repository, including Digital Commons@Georgia Southern and SelectedWorks (the “Repository”), Georgia Southern University (the “University”) requires certain permissions from you, the copyright owner(s) or appropriate licensee(s) of any work you submit to the Repository (the “Submission”). By accepting this non-exclusive license to archive and openly distribute your Submission, you do not transfer any copyrights to the University, including your or others’ right to license use of your submission to other publishers, repositories, or end-users.

Unless you declare alternate licensing at the time of submission, by transferring your Submission to the Repository for archiving and distribution, you grant to the University a perpetual, irrevocable, non-exclusive license to copy, store, sublicense, modify (as defined below), and distribute your Submission, including the abstract and metadata, worldwide in any format or medium. You further authorize the University to license end-users of the Repository to copy, store, and distribute worldwide the final published version of your Submission, including the abstract and metadata.

As a condition of this license, the University may, without changing the content, modify your Submission to any medium or format, and store more than one copy for purposes of security, backup, and long-term preservation. At all times, the University will clearly identify your name(s) as the author(s), owner(s), or appropriate licensee(s) of the Submission.

For works archived and distributed under this license, the following statement may appear in the public view of the item record in the Repository:

“This work is archived and distributed under the repository’s standard copyright and reuse license, available at [link]. Under this license, end-users may copy, store, and distribute this work without restriction. For questions related to additional reuse of this work, please contact the copyright owner.”

As a condition of transferring your Submission to the Repository for archiving and distribution, you represent and warrant that you are the copyright owner(s) or appropriate licensee(s) of the Submission, and that you have the right to grant the rights required by this license. You also represent and warrant that the Submission does not, to the best of your knowledge, infringe upon anyone's copyright. You also represent and warrant that the Submission contains no libelous or other unlawful matter and makes no improper invasion of the privacy of any other person. If the Submission contains material for which you do not hold copyright and that exceeds fair use, you represent that you have obtained the permission of the copyright owner to grant to the University the rights required by this license, and that such third-party owned material is clearly identified and acknowledged within the content of the Submission. Furthermore, you agree to indemnify and hold harmless the Board of Regents of the University System of Georgia, Georgia Southern University, and their officers, fellows, governing board members, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or in connection with the Submission.

If the submission is based upon work that has been sponsored or supported by an agency or organization other than the university, such as the National Institutes of Health, the National Science Foundation, or private funder, you represent and warrant that you have fulfilled any right of review, confidentiality, or other obligations required by that contract or agreement.