

MEMORANDUM *of* UNDERSTANDING

————— *workbook* —————

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UNIVERSITY OF
TEXAS
ARLINGTON

LIBRARIES

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If you don't have time to plan, you don't have time to do.

Introduction

Thank you for reading the *Memorandum of Understanding Workbook*. As anyone who has been involved with library projects knows, librarians have traditionally engaged in projects one-on-one. As the scope of library projects has continued to expand, the number of people involved in those projects have also increased. These documents have come out of our experiences working collaboratively on projects with external partners on projects that use the staff and resources of multiple departments in our library at the University of Texas at Arlington. While these projects are exciting opportunities, we have found without clear expectations and written documentation, you run the risk of the following:

- Departments may be pulled in at inopportune times
- Timelines are unnecessarily escalated
- Communications break down
- Ultimately the exciting opportunity instead becomes a stress point for the institution rather than a cause for celebration.

In order to overcome those obstacles, we found the adoption and writing of a memorandum of understanding (MOU) between the library and the external partner alleviates tensions and clarifies expectations. By clarifying those expectations and timelines, the library is able to continue to provide exemplary service to all of our patrons and partners. This introduction is the first thing you should read on your path to success for library partnerships.

The MOU will help in the following:

- Managing expectations for partners
- Project planning
- Coordinating the work of multiple departments

We advise MOU implementation, if you spend more than 8 hours of staff time on a project and/or are involving staff members from multiple departments, then we advise implementation. For example, if a single trained and experienced staff member works more than 8 hours, then we suggest you implement an MOU. Likewise, we advise you calculate the library staff time in aggregate. For example: If two staff members meet for four one-hour meetings, then the 8 hour staff time requirement is met and a decision should be made about whether to write an MOU at this point in the project.

Regarding the work time of an individual staff member, we advise you not to count training time for software/resources that are within the preview of your role. For example: If a faculty member requests a workshop on software that you are not yet trained on, but falls within your purview, the time you spend learning the software should not apply towards the 8 hours.

We have arranged the workbook to introduce you to the process of the MOU. Part I focuses on the generalized template and those documents. Part II of the workbook has MOUs for specific projects which replace the general template. Many libraries will complete the same kinds of projects for faculty and those expectations and workflows will become standardized.

At The University of Texas at Arlington, two of our consistent projects have been Systematic Reviews and Memorandum of Understanding for Open Access e-Journal Hosting & Publishing. Because of that, our Data Services Librarian, Peace Ossom Williamson, created the MOU for Systematic Reviews and our Digital Projects Librarian, Faedra Wills, created the MOU for Open Access e-Journal Hosting & Publishing. If you create a template for a standardized project at your local institution and you would like that template added to the workbook, please contact us at library-sc@listserv.uta.edu. You will be credited as a contributor.

We wish you success on library projects and hope that you find these collections of documents as useful as we have.

Rafia Mirza
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Section 1: General Template and Supporting Documents

Section 1: Introduction

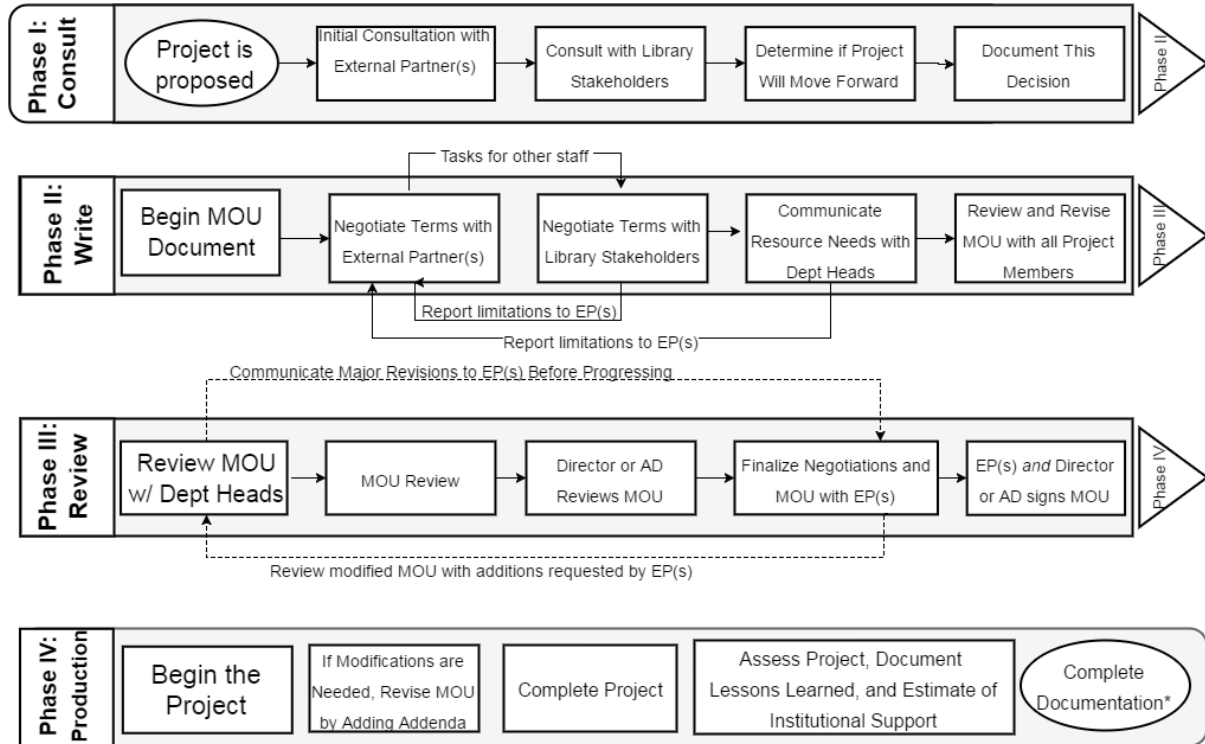
Whether you are planning to build a bird feeder or a mansion, you need a blueprint (in this case, a MOU and project plan). Project plans are important to make sure everyone is working towards the same goals and to ensure both the partners' and library's definitions of success and completion are the same. To overcome some of those difficulties, we have designed this first section to encompass the entire process of working with a partner and writing an MOU.

To begin, we have created a recommended workflow with explanatory text to help guide your process of library partnerships. This will help you to begin considering projects in phases to find natural breaks and encourage documentation as you move forward. We start with talking to everyone before committing library resources or staff to an external partner. Before beginning a project, you need to talk to your external partner and all involved library staff. Many projects have failed because appropriate people were not consulted at the correct time. Many projects have been delayed because timelines and priorities were not written down and acknowledged.

The workflow moves to Phase 2, which is to use the MOU template to write the document. First review the MOU template. To assist you, there is an explanatory document which explains each field on the template. These documents should be used in tandem the first few times you draft a MOU.

Our last section in the General Template and Supporting Documentation, we have an Estimate of Institutional Support and an explanatory document, which can be used to track support of time and resources spent on the work as you or your partner consider applying for grants. The document gives a framework to calculate Return on Investment. We would argue that most importantly, the document makes library work and interdepartmental collaboration visible.

MOU Workflow



*Begin new MOU for the next phase if it is a multi-phase project

MOU Workflow Instructions

This MOU applies to large scale collaborative projects. Small tasks that are part of your everyday workflow, or tasks that are outside your usual workflow but will take less than 8 hours of total staff member time do not require this level of planning. For example, if one employee works for 8 hours OR four employees each contribute 2 hours to a project (for a total of 8 hours of library time directed to the project), an MOU would be appropriate.

We have found that this workflow and management has assisted the library with organizational commitment, identifying hiccups and limitations before starting the project, and prioritizing competing projects.

The process of writing an MOU is iterative. Different departments often have unknown competing priorities, and one department's ideal project timeline is another department's unworkable plan. In order to identify those priorities and account for them, you may go back to the same person multiple times in order create a realistic project plan. You will be workshopping the MOU through all departments that are involved so you can receive and incorporate feedback. This may occur multiple times.

Phase I: Consult

This phase includes all pre-planning. All reference interviews and conversations that occur during this phase should be documented in some fashion, as you will want to include this in the Background section of your MOU. You are just discussing ideas with the partner at this point. While there may be small aspects that you can personally commit to, at this point, you should not speak for others at the institution. The partner may be counting on you to help them form their idea into an actionable plan that they can execute or they may already have a fully formed project in mind. These plans will vary from partner to partner. The partner may have a large-scale project that the institution cannot support with at this time. If possible, see if you can suggest a smaller project that the library can partner with them on. During this phase you may determine that it does not make sense for the library to partner on this project at this time. If that determination is made, you do not move on to the next phase.

Project Proposed

Complete an initial consultation with the partner. You would engage in a reference interview with your external or internal partner to determine what their desired ideal end project is. This is also the time to discuss what resources are available and if the time allotted as well as the resources allotted are in line with the scale of the project. During this consultation with the partner, no commitment should be made unless the person completing the intake can follow through on the commitment without assistance from any additional library employees.

Consult with Library Stakeholders

When you have an idea of the desired end project, you will now consult with Library stakeholders whose participation is required for the success of this project. The stakeholders include the staff members who will directly participate in the project. You will also consult with Department heads as they have a better idea of what commitments are forthcoming.

Determine if the Project Will Move Forward

Once you've spoken with the relevant department heads and staff members and taken an accounting of the technology that is required, determine if the project can move forward. If the project cannot move forward at the initial scale desired by the external partner, see if a modification can be done. This is an iterative process and you may have to have multiple conversations with the external partner and library stakeholders.

Document this decision

Regardless of whether you move forward with the project, document all of the meetings and the decisions that come out of those meetings. If you decide to move forward, you should already have notes typed up for the background section of your MOU. Even if you determine not to move forward the project, at this point, the project may be revisited later, and these notes will be useful documentation for restarting the project.

Phase II: Write

As you write the MOU, you are continuing to plan the project. The complexity of the project will determine the complexity of the MOU. A complicated MOU will take more time than a simple MOU, but it is necessary nonetheless. Eventually you may do a type of project consistently enough that you can make a standardized template as we have done for Systematic Reviews and Open Access e-Journal Hosting & Publishing which are included at the end of the workbook. If you create a template for a standardized project at your local institution and you would like that template added to the workbook, please contact us at library-sc@listserv.uta.edu. You will be credited as a contributor.

You should not begin project work until the MOU has been signed.

Begin MOU Document

This phase does not begin until the decision has been made that you are going to move forward with this project. We recommend that you designate a point person for writing the MOU draft. Ideally this is a person who is involved with the project or has some experience with the type of project being discussed.

Negotiate Terms with External Partner(s)

The point person will continue having conversations with the external partner about their commitments and expectations in order to make sure that the draft document is as accurate as possible. At this point, you are incorporating a project plan, developing comprehensive timelines, and finalizing anything that needs to be done for this project needs to be assigned to either the external partner or the library stakeholder. The draft is not complete if there are tasks that still need to be assigned to someone. If there are limitations (of software or of staff time) discovered in the process of writing the MOU, the point person will communicate those limitations to the external partner(s).

Negotiate Terms with Library Stakeholders

We do not recommend that tasks are assigned “to the library” in general. Each task must be assigned to specific staff members with specific due dates.

Communicate Resource Needs with Department Heads

As you negotiate responsibilities with library staff members also discuss the following with department heads: the involved time commitments of their staff members and the technology and resource needs that the particular department is responsible for. Again, Department Heads may be aware of competing and forthcoming projects that staff members may not be aware of.

Review and Revise MOU with all Project Members

Before you go to the next phase, you want to make sure that you've accurately represented the commitments of all staff members who are named in the MOU.

Phase III: Review

Review MOU with Department Heads

In this phase, the point person feels the MOU accurately represents what needs to be done by both the library project members and external partner(s) to complete the project as described. Now the MOU is reviewed by department heads to make sure that the timelines are congruent with the other commitments of that department.

MOU Review

Once department heads of all participating staff members are satisfied with the document, your institution should designate a person who reviews all MOUs for grammar, clarification, and language that is consistent with library values and goals. At The University of Texas at Arlington, the Director of Scholarly Communications reviews the MOU. You will want to find or become that person.

Director or Associate Director Reviews MOU

Once the MOU Review is complete, it is then referred to the relevant library dean/director or associate dean/director.

Finalize negotiations and MOU with External Partner(s)

At this point, you have a completed final draft where the library's commitments are accurately represented. The point person now meets with the external partner(s) to discuss the draft. If at this point, any modifications are requested, the review process may start again. We want to emphasize that at this point you have not begun any large-scale commitment or work on this project. Until an MOU is finalized, you should still consider yourself in the planning stage.

Phase IV: Production

Begin the project

Now that the external partner(s) and the library have agreed on a project plan in the MOU, you should begin the project.

If Modifications are Needed, Revise MOU by Adding Addenda

As you begin the work, you may find it necessary to modify the MOU; you do this by adding addenda. You may also include language in your MOU regarding scope creep or hard deadlines due to issues such as grant compliance.

Complete Project

Once you have completed all of the tasks that were agreed to in the MOU, you have completed the project.

Assess Project and Document Lessons Learned

At this point, you will want to assess the success of the project. If there are lessons learned that are useful to document for future projects, write those down at this time. If any assessment is going to occur, it happens in this phase.

Complete the Estimate of Institutional Support document if necessary

See the explanatory document for Estimate of Institutional Support for more information.

Complete Documentation

Begin new MOU for the next phase if it is a multi-phase project.

Finalize documentation: if recognition is to be given to any participants of the project do so at this time. If there are any after project reports that need to be written, do so at this time. If in initial planning you had discussions with the external partner(s) about a multi-phase project, once you complete the first phase you begin the MOU for the next phase. In addition, if you have discussed the possibility of further phases with the external partner, you can begin to meet to discuss those. For a new phase/MOU you begin at Phase 1 of the workflow. Each phase requires a new MOU. Previous MOUs can be attached as addenda.

MOU Template

[DESCRIPTIVE TITLE OF PROJECT]

*MEMORANDUM OF UNDERSTANDING (MOU)¹ between
[PARTNER]
and
[Institution]*

This is an agreement between [PERSON (“HOW REFERRED TO IN THE DOCUMENT”)] and [Institution] (“The Library”) on the [SHORT TITLE]

I. Purpose & Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the [TITLE]. This also serves as a planning document for the project.

II. Definitions

[Jargon as relating to an academic discipline, library jargon, software, or etc.]

III. Background

[Background that led to the project including all work already completed by partner or library. All contextual information goes here.]

IIIA. Limitations of Software and Hardware [(OPTIONAL)]

[Describe limitations of software or hardware]

IIIB. Continuation of the Project [(OPTIONAL)]

IIIC. External Funding

If [PARTNER] applies for external funding, The Library requests to be listed as an investigator on the grant application. This ensures our participation as technical advisers and support. The Library will advise on all relevant matters, which may include

¹ [Adapted from USDA.gov](https://www.usda.gov)

technological limitations, amount of time required, and aspects of the budget. When The Library employee is listed as an investigator, then The Library will commit to all requirements as laid out in the grant.

IV. PARTNER'S responsibilities under this MOU

[PARTNER] shall:

- Conform to the Collaborators' Bill of Rights Listed in Addendum 1
- [Abide by the previously agreed upon timeline in Addendum 2]
- [List everything here]
- [Scope Creep Management language included here]

V. [Institution]'s Responsibilities under this MOU

The Library shall:

- Conform to the Collaborators' Bill of Rights Listed in Appendix 1
- [Abide by the previously agreed upon timeline in Addendum 2]
- [List everything here]
- [Scope Creep Management language included here]

VI. Contingencies [(OPTIONAL)]

Both parties recognize that deadlines are critical to the project's success, however both parties recognize that missed deadlines may occur. If either party misses a previously agreed upon deadline, then the other party has the option to extend the timeline. A mutually agreed upon adjusted timeline will replace Addendum 2.

VII. It is mutually understood and agreed by and between the parties that [(OPTIONAL)]

[If we are willing to establish workflows, document workflows. Establish limits of workflows]

VIII. Archive and Preservation [(OPTIONAL)]

IX. Ownership

[Libraries] are owners of the database, web site and all items, whether in physical or electronic format. [PARTNER] may request, and the Library shall provide, a copy of the database and web site contents for her own personal research.

X. [Anything Else?] [Optional]

XI. Effective Date and Signature

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from DATE to DATE.

[PARTNER] and the Libraries indicate agreement with this MOU by their signatures.

[Library representative's name]
[Title]

[Partner Name]
[Title]

Date

Date

Addendum 1: Collaborator's Bill of Rights²

- 1) All kinds of work on a project are equally deserving of credit (though the amount of work and expression of credit may differ). And all collaborators should be empowered to take credit for their work.
- 2) The community should default to the most comprehensive model of attribution of credit: credit should take the form of a legible trail that articulates the nature, extent, and dates of the contribution. (Models in the sciences and the arts may be useful.)
 - a) Descriptive Papers & Project reports: Anyone who collaborated on the project should be listed as author in a fair ordering based on emerging community conventions.
 - b) Websites: There should be a prominent link to another webpage, e.g. "About Us" page, from the main website or homepage which credits with PIs or project leads listed first. This should include current staff as well as past staff with their dates of employment.
 - c) CVs: Your CV is your place for articulating your contribution to a collaboration. All collaborators should feel empowered to express their contributions honestly and comprehensively.
- 3) Universities, museums, libraries, and archives are locations of creativity and innovation. Intellectual property policies should be equally applied to all employees regardless of employment status. Credit for collaborative work should be portable and legible. Collaborators should retain access to the work of the collaboration.

² Adapted from Media Commons Press. (2011). Collaborators' Bill of Rights. Retrieved 2015, from <http://mcpress.media-commons.org/offthetracks/part-one-models-for-collaboration-career-paths-acquiring-institutional-support-and-transformation-in-the-field/a-collaboration/collaborators'-bill-of-rights/>

Addendum 2: Calendar [(Optional)]

Addendum 3: Project Recommendations [[(Optional)]

Addendum 4: Upfront Costs [(Optional)]

Addendum 5: Estimate of Institutional Support [(Optional)]

Addendum 6 (and Beyond): OTHERS [(Optional)]

[Anything discussed but not included in the MOU that you would otherwise want documented]

MOU Template Instructions

- In template all text in [brackets] is placeholder or explanatory text.
- Optional sections are marked (optional)

I. Purpose & Scope

For the purpose and scope of the project, this can be completed in a few different ways. The current template can be left as is and just replace the word [TITLE] with the short Title of the project. However, other projects, individuals, and departments may feel comfortable with a longer “Purpose and Scope” section.

As one example, for the Maverick Veteran’s Voices Project Plan, their “Purpose and Scope” was the following:

The mission of the Maverick Veterans’ Voices Project (Mav Vets Project) is to honor and preserve the experiences of the men and women of the University of Texas at Arlington community who have served in any branch of the United States Military. This project’s goals are to record the oral histories of veterans (alumni, current and former students, faculty, staff, friends) of The University of Texas at Arlington community and of those who have supported them as spouses, children and family members.

This purpose and scope would be added at the end of the section.

II. Definitions (optional)

List any jargon specific to an academic discipline, library jargon, or software being discussed or is later referenced in the document.

Removing definitions section will be uncommon, but may sometimes occur.

If, at any point during the first two phases of the project, there is discussion of what a term means in the context of this project, which may have been in conversation or in email include that project specific definition here. *We recommend erring on the side of over-inclusivity for definitions.*

Definitions can be moved to an addendum if the Definitions section becomes longer than a page.

As one example, the term “accessible” may mean making the project accessible to the public or making the project accessible for disability access. If that project term was defined, add it to this section.

III. Background

All contextual information goes here. This is where the notes you took during the discussion phase will become very important.

Write this as a narrative. In this narrative you will:

- Include ***everything*** that happened before signing.
 - Refer to already existing Documentation of all conversations that happened before the signing of the document;
 - This may include email chains, previously agreed upon work, actual work completed, all reference interviews, and acknowledged time constraints.
- Recount how your discussion with the partner:
 - Moved from the ideal project to the achievable project
 - Move to a narrower focus
- Any work that has been already completed by partner or library should be mentioned here.

If you know that the partner wants to repeat the project, build upon the project, or move to the next phase of the project, then include that as background information. This signifies that you have listened to their concerns and that this MOU does not address that next phase. You may duplicate some of that information in section IIIB.

- For any internal project, there is always a clearly designated point person. During the course of a project, the point person may change.
- However, if the current point persons needs to step down, and a new replacement point person does not volunteer then the project should be considered inactive.

IIIA. Limitations of Software or Hardware (if relevant: optional)

Describe limitations of software or hardware. This is a limitation of things and not people.

Example: Omeka.net accounts only allow for 500 MB of storage. If the partner wants to store content totaling 1 gigabyte of storage they cannot without EITHER paying or having two free Omeka.net accounts. This would be an example of a limitation of the software.

Another example may include the amount of time it takes to print something on a 3D printer.

IIIB. Continuation of the project (optional)

This section is only relevant if partner wants to:

- Repeat this phase of the project.
- Build upon this phase/project.
- Move to next phase.

If the project is “ongoing” then you have added a workflow and are no longer completing a project, although workflows may support projects.

- Ask yourself, “Does this project have an end date?”
- Consider “What would success look like?” and work backwards from there.
- If you cannot conceive of success criteria, then you are setting yourself up for failure.
- If you do not have an end date, then you must reconceive your plan OR acknowledge that you have added a workflow.

Academic projects are long term, ongoing, continue, and have multiple phases. MOU’s deal with *phases of projects* which are finite, use the language of phases, academic semester, months, or years. (Whatever unit of time you use, be specific.)

If you cannot put an end date, reconceptualize your project planning.

- If you cannot put an end date, then it is a workflow and not a project.
- A MOU may still be necessary, but this particular template may not apply.

If there is a discussion of another phase, but neither party has agreed to take on a duty that would support a later phase of the project, then add as an addendum as a recommendation. (Generally Addendum 3: Project Recommendations).

This section may include duplicative information from the background. Once again, duplicating the information from the background will demonstrate that you have heard the partner’s concerns and reiterates, subtly, that this MOU does not address those next phases.

IIIC. External funding

This language is provided in MOU template. At our institution, we advise library staff not to edit this template language without permission of the Director or Dean. At your local institution, you may want to edit this template language.

IV. Partner's responsibilities under this MOU

As you list responsibilities do not list negatives, only positives.

For example, do not write:

The [partner] will not submit for publication without consultation with library staff.

Instead say:

The [partner] will consult with library staff before submitting for publication.

If a responsibility is necessary for the project addressed in the MOU, it must be done by one of the parties. Do not say the "The library will not..." (a negative) but list that responsibility in the section for the partner "The partner will ..." (a positive). All statements should be said in the affirmative.

If a responsibility is necessary for the project addressed in the MOU, and you do not know who is responsible, you have not finished pre-planning and need to have further discussions. Nothing should be left undecided. If there are objectives that cannot be met or decided upon at the signing of this MOU, then those objectives should be listed in the background section.

Note: it is important to be as specific as possible when deciding upon dates, in order to make sure both parties have reasonable expectations in regards to timeline.

In the section titled "Partner shall," you should list all responsibilities here. Do not assume any activity is "implied". Write down every activity that the partner needs to complete. The purpose of the MOU is to manage expectations and avoid project failure. Therefore, the MOU lays out expectations and the minimum of what is required for a projects' success. If dates are required, include dates. Example: "Send email by December 7th. This email will include etc."

If a responsibility is *not* necessary for the project addressed in the MOU, but you feel it would make it easier for a discussed future phase of the project, list it in the Addendum 3: Project Recommendations. Note: Do *not* use Addendum 3: Project Recommendations to avoid dividing responsibilities for the project in the MOU you are writing. **If something must be done for the projects' success or completion, it *must* be in Responsibilities.** Project Recommendations demonstrate that you have heard the partner's desire for future project phases but acknowledges that no one has yet agreed to take on these specific responsibilities. The Library or the Partner may want to agree to

Project Recommendations in a future MOU, in which case you can refer back to previous MOUs and discuss what would be moved into the body of the document from the Project Recommendations.

In template, you will see reference to Addendum 2 at this point ([Abide by the previously agreed upon timeline in Addendum 2]. If you create a timeline for the project (recommended) you add it as an addendum so that the entire document does not need to be modified if the timeline changes. As an example “If Party A or Party B misses a deadline then the parties will meet to discuss adjusted timeline. The mutually agreed upon adjusted timeline will be added as an addendum and replace Addendum 2.”

If you need something from a third party that is unwilling to be a partner to the agreement, then that also signifies the end of the phase. The next phase (with a new MOU) begins once what is needed from the third party has been obtained. As an example, if a partner needs server space from a third party to move forward to the next phase, then that moment marks the end of that phase of the project, and the MOU is completed.

Another signifier for the end of the phase is if a new set of activities is predicated upon specific work occurring, then that is a natural project break and that hump should signify the next phase. For example, if the project cannot move forward until the external funder receives additional funding, then that would mark the end of a phase.

If your library requires specific attribution in final project, specify method of attribution here in this section. As an example, the bullet point would say, “Attribute in this way” with the description of the attribution listed. This may include specific attribution for use and reuse of archival materials or how the library would like to be listed.

If either party decides to exceed what is listed here, that is a choice they may make, but it is not promised. Note: Be aware of the temptation to engage in [gold-plating](#) ³.

³ “Gold-Plating in Project Management is the act of giving the customer more than what he originally asked for... Who Benefits from Gold Plating? On the short run, (almost) everybody. On the long run, nobody. On the short run (and ideally), team members will shine in front of their managers (while doing something they like), the Project Manager and the company will have a satisfied customer, and the customer will be getting more than what he paid for. On the long run, team members will be stressed to add extra (unpaid) features (no longer fun), the Project Manager will not be able to manage the customer’s expectations properly, the project will cost the company more time and money, and the customer will certainly be not as happy as the first time.”

<http://www.projectmanagementlearning.com/what-is-gold-plating-in-project-management.html>

V. [Institution]’s responsibilities under this MOU

Note: This is the same explanation as Section IV: Partner’s responsibilities. Please review the explanatory text for that section.

VI. Contingencies (optional)

This is boilerplate language, if timelines are not a concern you can remove this section. However, the MOU team advises against it. Additionally, if you have particular concerns about certain due dates, you can specifically address them here.

VII. It is mutually understood and agreed by and between the parties that (optional)

If either party has agreed to a responsibility that is not necessary to the conclusion of the project discussed within this MOU. This demonstrates a willingness to document and establish *workflows*. You would want to establish limits to that workflow as well.

As an example: The library will continue to offer workshops so long as external partner desires and with 4 weeks’ notice.

We use the example of a workshop as a particularly good example for this section. Presumably, the difficult and time-intensive aspect of delivering a workshop is rooted in the creation of the workshop and not the delivery, so it would not be onerous to redeliver a workshop that has already been created.

We advise you to use this section cautiously.

VIII. Archive, preservation (optional)

This section is only relevant if either party is concerned about archiving or preserving the project. If either party makes commitments in regards to archiving or preserving the project, list those here.

IX. Ownership

This boilerplate language is provided in MOU template. This section assumes joint ownership for any content created by the library (image files, website, metadata, etc.). This section is where we establish what we will do if faculty member leaves.

This section can be modified with permission from Scholarly Communications Director and/or a Department Head.

X. [Anything Else?] (Optional)

There may be other things to add not discussed above. The MOU is a living document, and will undergo changes.

XI. Effective date and signature

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from date to date. Partner and the libraries indicate agreement with this MOU by their signatures.

[Library representative's name]
[Title]

[Partner Name]
[Title]

Date

Date

Keep in mind that addendums can be added *after* MOU is signed, so long as parties' agree.

Addendum 1: Collaborator's Bill of Rights:

Do not change without explicit permission from AUL or Dean. We would advise against removing this.

Addendum 2: Calendar/Timeline (Optional)

If dates are previously agreed upon place here. This will also allow for changes of the timeline without changing the entire document if you use language like “The Library shall Abide by the previously agreed upon timeline in Addendum 2]”

Addendum 3: Project Recommendations (optional)

What would you recommend that the partner do given their goal for future phases but was outside of the scope of the MOU?

Addendum 4: Upfront Costs (optional)

If we know the library is going to buy anything (such as hardware, software, etc.) this should be included in the upfront document.

Addendum 5: Estimate of Institutional Support (optional)

Eventually this will be replaced with a document documenting the library's monetary commitment. This will show the library's investment including

See document entitled “Estimate of Institutional Support” and explanatory document

- Man hours both at current salary rate and market rate with demonstrated return on investment by using the library
- Also include major financial commitment (which may include server space, material cost, etc.)
- Can be used as a document to demonstrate institutional support for grant applications
- Useful for the library to show support for our community

Addendum 6 (and beyond): Others (optional)

Other addendums may be necessary, such as:

- Scope changes

- Anything discussed but not included in the MOU that you would otherwise want documented

Estimate of Institutional Support

[Library Name]

[Motto or Logo]

Address

City, State, Zip Code

Phone

DATE: [CLICK TO SELECT DATE]

To:

[Partner Name]

[Department or Organization]

[Street Address]

[City, ST ZIP Code]

For:

MOU Project

NAME	JOB TITLE	EXPERTISE	HOURS	INSTITUTION RATE	MARKET RATE	INSTITUTION TOTAL	MARKET TOTAL
TOTAL							

[Library Name]

Estimate of Institutional Support Instructions

This document will be created at the completion of a project or project phase. It is intended to help the institution keep track of how much time and money they spend on a payroll, investment costs, etc. This will allow the institution to see patterns that emerge over time to determine if the institution needs to expand support in particular areas.

This document functions as a support document for grant applications (for both the libraries and our external partners). Many grant funders like to see evidence of institutional commitment to a project before they fund the project. This document will help provide a framework for those funder preferences.

This document functions as a specific framework for institutions that have “Return on Investment” requirements. By dividing the market rate by the institution rate, you can calculate the return on investment for projects that require an MOU.

NAME

This is the staff member’s name.

JOB TITLE

This is the staff member’s title.

EXPERTISE

Expertise was added as a section, because their expertise may not be immediately obvious from their official title. This field can also explain the role of a particular staff member on a project. Additionally, the same person might fulfill different roles on the same project. A digital humanities librarian may serve as both a project manager and as technical expertise on the same project, which have different market rates.

HOURS

This section should represent staff time on a project. For this document, you want the total number of hours each staff member spent on the project. For the purposes of this form, they can round up to the nearest hour. You will need to make sure you implement a tracking mechanism for the project. Each staff member may keep track of hours on their Outlook calendar, an intranet platform (like a shared drive), or Google form. We would encourage weekly emails to the MOU point person.

We do not have any indication that one tracking system is better than any other. We would encourage you to choose a consistent tracking system during the project, rather than trying to guess the time spent at the projects’ completion.

INSTITUTION RATE

The institution rate is the equivalent hourly salary, which assumes that a salaried employee works 40 hours per week.

MARKET RATE

The market rate is the equivalent hourly salary for the same employee with equivalent expertise if an outside consultant was used. We recommend updating the market rate once a year.

INSTITUTION TOTAL

The Institution Total should reflect the total hours worked on the project multiplied by the institution rate, which would reflect on how much money the institution spent on staff-hours.

MARKET TOTAL

The Market Total should reflect the total hours worked on the project multiplied by the market rate, which would reflect on how much money the institution would have spent on consultation hours.

DESCRIPTION OF HARDWARE OR SOFTWARE

Some institutions may be able to purchase hardware or software at reduced costs compared to the market rate.

INSTITUTION COST

Some institutions may be able to purchase hardware or software at reduced costs compared to the market rate.

MARKET COST

The cost of the item on the open market.

Section 2: Templates for Standardized Projects

Section 2: Introduction

As you continue to engage in collaborative projects, you may find that you are repeating certain types of projects. If this is the case, you may make a MOU template for these types of reoccurring projects. In this section, we provide some examples for a Memorandum of Understanding for Systematic Reviews and Memorandum of Understanding for Open Access e-Journal Hosting & Publishing.

Memorandum of Understanding for Systematic Reviews

[DESCRIPTIVE TITLE] SYSTEMATIC REVIEW

*MEMORANDUM OF UNDERSTANDING (MOU)⁴ between
[PARTNER]
and
[Institution] Libraries*

*This is an agreement between [Names and Institutions/Departments
("PARTNERS")] and [Institution] ("The Library") on the [SHORT TITLE]*

I. Purpose & Scope

The Library is committed to doing the best work possible to be sure your systematic review is given full consideration and the attention it deserves. We look forward to working with you on your project. The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the systematic review. This also serves as its planning document. The more information you share with the librarian(s), the better they can assist you. Our goal is to follow established guidelines so that your review is accepted for publication.

II. Definitions

A systematic review is a lengthy and complex process for determining literature on a pre-identified topic.

III. Background

[Background that led to the project including all work already completed by partner or library.

All contextual information goes here.]

IIIC. External Funding

⁴ [Adapted from HLWIKI Canada](#)

If [PARTNERS] apply for external funding, The Library requests to be listed as an investigator on the grant application. This ensures our participation as technical advisers and information experts. The Library will advise on all relevant matters, which may include technological limitations, amount of time required, and aspects of the budget. When The Library employee is listed as an investigator, then The Library will commit to all requirements as laid out in the award.

IV. PARTNERS' responsibilities under this MOU

PARTNERS shall

- Conform to the Collaborators' Bill of Rights Listed in Addendum 1
- [Abide by the previously agreed upon timeline in Addendum 2]
- Guarantee authorship, with appropriate attribution as coauthor
- Meet with the Library to establish systematic search methods
- Provide advice and direction for the search
- Agree upon a final protocol including a list of databases and search terms, before commencing with the systematic review
- Screen articles according to established standards
- Complete analysis of included studies via established standards
- Keep the Library involved in the systematic review from beginning to completion
- Document all work and lead the writing process
- Write the Introduction/Background, Results, and Conclusion sections
- Give notice before final documentation and manuscript are submitted to a publisher

V. [Institution]'s Responsibilities under this MOU

The Library shall:

- Conform to the Collaborators' Bill of Rights Listed in Appendix 1
- [Abide by the previously agreed upon timeline in Addendum 2]
- Meet with the research team to establish systematic search methods
- Translate the research question into an appropriate search strategy
- Actively seek researcher feedback in developing the protocol

- Publish the protocol [Optional)
- Conduct the literature searches
- Organize, customize, and manage the reference management software
- Obtain and provide access to articles' titles, abstracts, and full text, including all interlibrary loan (ILL) requests
- Periodically update the research team on search status
- Share any and all information gathered from the search
- Maintain records of search results and follow up with alerts and updates as needed
- Document all work and assist with the writing process
- Write the Method section and add relevant documentation to the Results and Conclusion sections

VI. Contingencies

Both parties recognize that deadlines are critical to the project's success, however both parties recognize that missed deadlines may occur. If either party misses a previously agreed upon deadline, then the other party has the option to extend the timeline. A mutually agreed upon adjusted timeline will replace Addendum 2.

VII. Effective Date and Signature

This MOU shall be effective upon the signature of PARTNERS' and The Library's authorized officials. It shall be in force from DATE to DATE.

[PARTNERS] and the Libraries indicate agreement with this MOU by their signatures.

[Library representative's name]

[Title]

Date

[Partner Name]

[Title]

Date

Addendum 1: Collaborator's Bill of Rights⁵

1) All kinds of work on a project are equally deserving of credit (though the amount of work and expression of credit may differ). And all collaborators should be empowered to take credit for their work.

2) The community should default to the most comprehensive model of attribution of credit: credit should take the form of a legible trail that articulates the nature, extent, and dates of the contribution. (Models in the sciences and the arts may be useful.)

a) Descriptive Papers & Project reports: Anyone who collaborated on the project should be listed as author in a fair ordering based on emerging community conventions.

b) Websites: There should be a prominent link to another webpage, e.g. "About Us" page, from the main website or homepage which credits with PIs or project leads listed first. This should include current staff as well as past staff with their dates of employment.

c) CVs: Your CV is your place for articulating your contribution to a collaboration. All collaborators should feel empowered to express their contributions honestly and comprehensively.

3) Universities, museums, libraries, and archives are locations of creativity and innovation. Intellectual property policies should be equally applied to all employees regardless of employment status. Credit for collaborative work should be portable and legible. Collaborators should retain access to the work of the collaboration.

⁵ Adapted from Media Commons Press. (2011). Collaborators' Bill of Rights. Retrieved 2015, from <http://mcpress.media-commons.org/offthetracks/part-one-models-for-collaboration-career-paths-acquiring-institutional-support-and-transformation-in-the-field/a-collaboration/collaborators'-bill-of-rights/>

Addendum 2: Timeline [(Optional)]

Addendum 3: Project Recommendations [(Optional)]

Addendum 4: Costs [(Optional)]

- [Paid access to a database for the systematic review]
- [Costs billed to outside researchers for use of information specialist]

Addendum 5: Estimate of Institutional Support [(Optional)]

Eventually this will be replaced with a document documenting the library's monetary commitment. This will show the library's investment including

- Man hours both at current salary rate and market rate with demonstrated return on investment by using the library
- Also include major financial commitment (which may include server space, material cost, etc.)
- Can be used as a document to demonstrate institutional support for grant applications

Useful for the library to show support for our community

Addendum 6 (and Beyond): OTHERS [(Optional)]

[Anything discussed but not included in the MOU that you would otherwise want documented]

Memorandum of Understanding for Open Access e-Journal Hosting & Publishing

*MEMORANDUM OF UNDERSTANDING (MOU) between
[PARTNER]
and
[Institution]*

*This is an agreement between [Names and Institutions/Departments ("PARTNERS")]
and UT Arlington Libraries ("The Library") on the [SHORT TITLE]*

I. Purpose & Scope

WHEREAS the parties desire to promote effective scholarly communication that supports open-access academic publishing initiatives, this Memorandum of Understanding memorializes the duties and responsibilities of the [Institution] ("Library") and ("Publishing Partner") of the journal, (the "journal") with respect to the Publishing Partner's use of a platform to create an Open Access Journal that is hosted by the [Institution] and made available to the [Institutional] users through the Library. The Library recommends that all articles be made available under a Creative Commons License.

II. Background

[Background that led to the project including all work already completed by partner or library. All contextual information goes here.]

III. External Funding (Optional)

If [PARTNERS] apply for external funding, The Library requests to be listed as an investigator on the grant application. This ensures our participation as technical advisers and information experts. The Library will advise on all relevant matters, which may include technological limitations, amount of time required, and aspects of the budget. When The Library employee is listed as an investigator, then The Library will commit to all requirements as laid out in the award.

III. PARTNERS' responsibilities under this MOU

PARTNERS shall

- Conform to the Collaborators' Bill of Rights Listed in Addendum 1
- [Abide by the previously agreed upon timeline in Addendum 2]
- Guarantee authorship, with appropriate attribution as coauthor
- Grant the Library the non-exclusive right to host the journal title on the [server] platform and distribute electronically [journal title] content. This right does not include the right to sell the content or sell access to the content.
- Provide in writing, as Addendum "Scope of the Journal," documentation describing the journal's scope, accepted article types, summary of author rights and responsibilities, manuscript submission requirements, editorial policies, editors and the name and contact information of one person who will be the main contact with the Library and act as the initial Journal Manager. That person will thereafter be responsible for assigning all other roles. If the main contact person is to change, a person with authority to represent the Publishing Partner must provide that direction to the Library in writing.
- Agree to complete the initial set-up phase to include interface design, editorial policy promulgation, author policies, style-guide promulgation and necessary training for all involved with the production of the journal within 6 months of signing MOU. Be responsible for creating and updating the content in journal added to the platform, publishing at least one issue or 4 articles within the first 12 months of site setup and then every year thereafter.
- Grant the Library the right to transfer content (without changing it), to any medium or format necessary for the purpose of preservation.
- Agree that the Library is not responsible for damages, costs or losses of data including, but not limited to, hardware breakdown, software upgrades or network outages.
- Take responsibility for the content and dissemination of the journal; including copyright management and marketing.
- Take responsibility for all article production (copy editing, layout and proofreading); editorial management (e.g. identifying reviewers, corresponding with authors) and journal issue production.
- Take responsibility for stylistic designs to the journal. If the Publishing Partner desires the Library to design the layout of the journal, the Publishing Partner must first agree to a face-to-face consultation with the Library's graphic web designer.
- Agree to receive occasional emails that provide maintenance alerts and/or best practice information from the Library.

IV. UT Arlington Libraries' Responsibilities under this MOU

The Library shall:

- Conform to the Collaborators' Bill of Rights Listed in Appendix 1
- [Abide by the previously agreed upon timeline in Addendum 2]
- Set-up, maintain and host free of charge the platform for each journal title, providing security and accounts for Publishing Partner to populate journal content but retaining the sole Site Administrator role and file level access to hosting servers.
- Complete initial set-up of new journal within two weeks of receiving a written request by the Publishing Partner.
- Enroll one person (who will be the main contact) from the Publishing Partner as Journal Manager who will then be responsible for assigning all other roles.
- Make every effort to support 24/7 access to e-journal content, with appropriate advance notice for regular maintenance and updates in the event of hardware/software problems.
- Keep the platform up to date with new versions, as appropriate, limiting changes to ensure compatibility.
- The Library will continue to host the [journal title] if the editorship and/or other personnel connected to the [Institution] relocate to another institution provided there are personnel dedicated at that institution to work long distance with Library staff. A new Memorandum of Understanding will be required each time the editorship changes.
- In the event of termination of the hosting relationship, the Library will collaborate and use reasonable efforts to provide a smooth transition of all necessary components of the journal to a new home institution and/or service provider designated by the Publishing Partner. However, the Library reserves the right to make the content accrued during the time of this agreement available to users.
- Provide assistance and advice in the journal set-up; guidance on how to use the software; trouble-shooting; hands-on-training; ongoing technical support and guidance on customizing the design of the journal. Under limited circumstances, the Library will agree to provide the expertise to design the journal.
- To the best of the Library's ability, obtain an EISSN for the journal and add journal titles to SHERPA/RoMEO and the Directory of Open Access Journals.
- Deposit bibliographic details about the journal into the Library's discovery and linking tools.
- Archive the material to the current standard of preservation best practice at the [Institution]
- Send occasional emails to contacts for the journals hosted to provide maintenance alerts and/or best practice information.

V. Contingencies

Both parties recognize that deadlines are critical to the project's success, however both parties recognize that missed deadlines may occur. If either party misses a previously agreed upon deadline, then the other party has the option to extend the timeline. A mutually agreed upon adjusted timeline will replace Addendum 2.

VI. Effective Date and Signature

This MOU shall be effective upon the signature of PARTNERS' and The Library's authorized officials. It shall be in force from DATE to DATE.

[PARTNERS] and the Libraries indicate agreement with this MOU by their signatures.

[Library representative's name]

[Title]

Date

[Partner Name]

[Title]

Date

Addendum 1: Collaborator's Bill of Rights⁶ (Optional)

1) All kinds of work on a project are equally deserving of credit (though the amount of work and expression of credit may differ). And all collaborators should be empowered to take credit for their work.

2) The community should default to the most comprehensive model of attribution of credit: credit should take the form of a legible trail that articulates the nature, extent, and dates of the contribution. (Models in the sciences and the arts may be useful.)

a) Descriptive Papers & Project reports: Anyone who collaborated on the project should be listed as author in a fair ordering based on emerging community conventions.

b) Websites: There should be a prominent link to another webpage, e.g. "About Us" page, from the main website or homepage which credits with PIs or project leads listed first. This should include current staff as well as past staff with their dates of employment.

c) CVs: Your CV is your place for articulating your contribution to a collaboration. All collaborators should feel empowered to express their contributions honestly and comprehensively.

3) Universities, museums, libraries, and archives are locations of creativity and innovation. Intellectual property policies should be equally applied to all employees regardless of employment status. Credit for collaborative work should be portable and legible. Collaborators should retain access to the work of the collaboration.

⁶ Adapted from Media Commons Press. (2011). Collaborators' Bill of Rights. Retrieved 2015, from <http://mcpress.media-commons.org/offthetracks/part-one-models-for-collaboration-career-paths-acquiring-institutional-support-and-transformation-in-the-field/a-collaboration/collaborators'-bill-of-rights/>

Addendum 2: Timeline [(Optional)]

Addendum 3: Project Recommendations [[(Optional)]

Addendum 4: Costs [(Optional)]

- [Paid access to a database for the systematic review]
- [Costs billed to outside researchers for use of information specialist]

Addendum 5: Estimate of University Support [(Optional)]

Eventually this will be replaced with a document documenting the library's monetary commitment. This will show the library's investment including

- Man hours both at current salary rate and market rate with demonstrated return on investment by using the library
- Also include major financial commitment (which may include server space, material cost, etc.)
- Can be used as a document showing previous institutional support.

Useful for the library to show support for our community

Addendum 6: Scope of the Journal

Use this section to detail the journal's scope, accepted article types, summary of author rights and responsibilities, manuscript submission requirements, editorial policies, editors and the name and contact information of one person who will be the main contact with the Library and act as the initial Journal Manager.]

Addendum 7 (and Beyond): OTHERS [(Optional)]

[Anything discussed but not included in the MOU that you would otherwise want documented]