MOU Template

[DESCRIPTIVE TITLE OF PROJECT]

*MEMORANDUM OF UNDERSTANDING (MOU)[[1]](#footnote-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]*

1. **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.

1. **Definitions**

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

1. **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 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.

1. **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]

1. **[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]

1. **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.

1. **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]

1. **Archive and Preservation [OPTIONAL]**
2. **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.

1. **[Anything Else?] [Optional]**
2. **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]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Partner Name]

[Title]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Addendum 1: Collaborator’s Bill of Rights**[[2]](#footnote-2)

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.

**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]

1. [Adapted from USDA.gov](http://www.nal.usda.gov/fsn/Guidance/mou_example_final.pdf)  [↑](#footnote-ref-1)
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/ [↑](#footnote-ref-2)