



Connecticut Digital Archive

Memorandum of Understanding

This Memorandum of Understanding is made by and between:

(“Institution”) and the Connecticut Digital Archive (the “CTDA”) a unit of the University of Connecticut Library) on _____ 20_____.

Institution acknowledges that it has read and is familiar with the following Connecticut Digital Archive (CTDA) documents (which are appended hereto and are made a part hereof) and agrees to abide by the policies, terms and conditions therein:

- Connecticut Digital Archive Policies, as amended.
- CTDA Point of Contact Designation form

Institution grants to the CTDA the non-exclusive right to reproduce, translate (as described below), and distribute the digital assets submitted to the CTDA, including the descriptive information (metadata) and abstract, in any format or medium worldwide and royalty-free, including, but not limited to, publication over the Internet, except as provided for by an addendum to this agreement or in the metadata associated with the digital assets.

Institution agrees that the CTDA may translate the digital assets to any medium or format for the purposes of security, back-up, and preservation. Institution agrees that the CTDA may make multiple copies of the digital assets for the purposes of security, back-up, and preservation.

Institution understands that it may request that a digital asset(s) be withdrawn from the CTDA, and, in such an event, the descriptive information (metadata) may be retained and a copy of the digital asset(s) may be retained in a 'dark archive' where it is no longer publicly accessible.

The Institution appoints the CTDA as its agent for the purposes of providing access to the digital assets in accordance with the CTDA Policies and hereby grants the CTDA non-exclusive, perpetual right to use the digital assets for noncommercial use. Such right shall include, but not be limited to, the right to:

- electronically view and display the digital assets, including display in classrooms;
- federate and incorporate the digital assets into databases containing other digital assets;



- electronically store, archive, copy, distribute or convert the digital assets for preservation purposes and to ensure future accessibility; and
- enrich and/or migrate to compatible formats the digital assets to enhance the CTDA's service capacity.

Institution's Obligations

The Institution hereby warrants that:

- It is the creator, contributor, or contributing agent of the digital assets it submits and if applicable, has obtained the necessary copyright assurances from creator and/or copyright holder;
- It will notify the Connecticut Digital Archive within 30 days if rights to deposit digital assets are reassigned;
- It will provide a means of contact and communication with the Connecticut Digital Archive;
- It has the full power and authority to make this agreement;
- It has obtained or will obtain any insurance that the Institution deems appropriate to insure the content submitted and understands that the Connecticut Digital Archive does not maintain any such insurance;
- The submissions do not infringe any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person or third party;
- No right in the submissions have in any way been sold, mortgaged, or otherwise disposed of, and that the content is free from all liens and claims; and
- Once the digital asset(s) is submitted to the CTDA, a full bibliographic citation to the digital asset(s) may remain visible in perpetuity, even if the content is updated or removed.
- The Institution shall indemnify, defend, and hold harmless the University of Connecticut Library and the Connecticut Digital Archive, its officers, members, employees and agents for any damages, including any reasonable attorney's fees, that arise from any breach of warranty or for any claim by any third party of an alleged infringement of copyright or other intellectual property rights arising from the Institution's submission of materials with CTDA or of the use by the Connecticut Digital Archive or other users of such materials. **THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Connecticut Digital Archive Obligations and Rights

The CTDA shall:

- Make reasonable efforts to manage the digital assets in perpetuity, developing them as appropriate to make them available for non-commercial use;
- Make reasonable efforts to comply with and inform end users of known copyright and user restrictions pertinent to the Institution's digital assets;

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- Cooperate with Institution to ensure that digital assets are replaced or removed as needed to comply with claims related to the digital asset’s copyright and user restrictions;
- Not pay royalties to the Institution or copyright owner for the acceptance and use of its digital assets for non-commercial purposes;
- Provide persistent access to CTDA content, but it does not guarantee persistent functionality. If determined necessary by the CTDA, the current hardware and software used for the CTDA may be replaced. All deposited content will be preserved through migration by the Connecticut Digital Archive.
- Assume custodial responsibility for previously accepted digital assets "orphaned" by the dissolution of the Institution and not formally assigned to the custody of another agency;
- Incur no liability for the loss of or damage to submitted digital assets, although due care will be made to preserve the physical integrity of the digital assets.

Signed,

Institution

Connecticut Digital Archive

Authorized signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Address 1

Address 2

Address 3

City Sate Zip code

Telephone