

**KU ScholarWorks  
Memorandum of Agreement**

This Memorandum of Agreement is made by and between the \_\_\_\_\_ community of the University of Kansas ("Community") and the University's KU ScholarWorks repository ("Provider").

The Community acknowledges that it has read and is familiar with the following documents (which are part of this agreement) and agrees to abide by their terms and conditions:

1. Rights & Responsibilities: Community and Information Services (KU ScholarWorks)
2. Content Guidelines
3. Workflow Options for Submission and Review
4. Contributor Guidelines (Community Membership)
5. Withdrawal of Items Contributed by Members of a Community
6. Non-Exclusive Distribution License
7. File Formats and Software Choices: What They Mean for Preservation

The Community has appointed \_\_\_\_\_ to be the KU ScholarWorks Administrator for this community with the understanding that this person will serve as the contact between the Community and ScholarWorks staff for determining policy or resolving questions.

The Administrator agrees to:

- authorize contributors and make other policy decisions within the Community's discretion;
- determine the Community's workflow preferences for submission and review;
- provide confirmation information concerning the Community's status on a yearly basis as requested by KU ScholarWorks staff.

KU ScholarWorks agrees to make accessible and preserve the collections entrusted to it by the Community and to provide the services described in "KU ScholarWorks Responsibilities".

*For KU ScholarWorks:*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*For the Community:*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **1. Rights & Responsibilities: Community and KU ScholarWorks**

### **What rights does a KU ScholarWorks Community retain?**

- (1) Establish policy regarding content to be submitted, within the ScholarWorks guidelines;
- (2) Decide who may submit content within the Community;
- (3) Determine access to content at the item level either to KU only, or unrestricted;
- (4) Receive a copy of submitted material on request;
- (5) Remove items and collections in accordance with the "Withdrawal Policy";
- (6) Approve addition of or elimination of sub-communities;

### **What is the Role of KU Information Services (KU ScholarWorks)?**

- (1) Seek out and set up new KU ScholarWorks communities;
- (2) Determine if newly proposed user communities satisfy the criteria given above and authorize those that do;
- (3) Maintain the system;
- (4) Adjudicate internal and external conflicts concerning archived material and identity of community leaders when required;
- (5) Assure the continuation of key communities, especially by verifying the existence of a community leader;
- (6) Maintain general oversight to ensure that the materials that communities archive are at least minimally in compliance with the collection criteria.
- (7) Provide resources and technologies necessary to migrate and update the files stored in the repository and assure the preservation of the files for unlimited time, based on the list of file formats that are supported. This list will be updated as the technology changes or evolves.

## 2. Content Guidelines for KU ScholarWorks

1. The work must be education or research oriented.
2. The work must be in digital form.
3. The work should be complete and ready for distribution.
4. The author/owner must have the legal right to grant KU the right to preserve and distribute the work via KU ScholarWorks.

## 3. Procedures for Submission and Review

Communities will determine procedures for submission and review of submitted content. Communities will decide whether to establish a review process and will complete the [kuscholarworks-authorization.xls](#) spreadsheet to identify roles.

## 4. Contributor Guidelines for KU ScholarWorks (Community Membership)

The work must be produced, submitted or sponsored by KU faculty or staff. Student submissions may be accommodated at a community's discretion but must have faculty sponsorship.

## 5. Withdrawal of Items Contributed by Members of the Community.

Asterisked items may be modified at the Community's discretion.

\* 1. Items may be withdrawn from a ScholarWorks collection at the request of the author [alternatively *with permission of the community administrator*]. Requests should be directed to [kuscholarworks@ku.edu](mailto:kuscholarworks@ku.edu) along with contact information so that the request can be verified.

\* 2. When items are withdrawn from public access they are not deleted from the ScholarWorks system. However, once an item is withdrawn at the author's request it will be returned to public access only with the author's written permission [alternatively *with permission of the community administrator*].

3. Authors are urged to prefer leaving works in ScholarWorks as a historic record. Later versions can be added alongside earlier works. In general, new versions should be substantially changed before they replace or complement an existing item.

4. When an item is withdrawn from view it will be traced in the form of a note in the <Description.provenance> field of the item's record. The content of the note will be one of the following, with a date of the transaction:

Removed from view at request of the author  
 Removed from view at the direction of the Provost  
 Removed from view by legal order

5. Metadata records for withdrawn items will not be searchable within the ScholarWorks system, and will not be made available for harvesting. Metadata records for withdrawn items will be accessible only through direct citation.

## 6. Non-exclusive Distribution License

To properly administer this Research Repository and preserve the contents for future use, the University of Kansas (KU) requires certain permissions from you, the author(s) or copyright owner. By accepting this license, you still retain copyright to your work. You do not give up the right to submit the work to publishers or other repositories.

By accepting this license, you grant to the University of Kansas the non-exclusive right to reproduce, translate (as defined below), and/or distribute your submission (including the metadata and abstract) worldwide, in any format or medium for non-commercial, academic purposes only.

KU will clearly identify your name(s) as the author(s) or owner(s) of the submission, including a statement of your copyright, and will not make any alteration, other than as allowed by this license, to your submission.

You agree that KU may, without changing the content, translate the submission to any medium or format and keep more than one copy for the purposes of security, back up and preservation. You also agree that authorized readers of your work have the right to use it for non-commercial, academic purposes as defined by the "fair use" doctrine of U.S. copyright law, so long as all attributions and copyright statements are retained.

You represent that the submission is your original work, and that you have the right to grant the rights contained in this license. You also represent that your 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 unrestricted permission of the copyright owner to grant KU the rights required by this license, and that such third-party owned material is clearly identified and acknowledged within the text or content of the submission.

IF THE SUBMISSION IS BASED UPON WORK THAT HAS BEEN SPONSORED OR SUPPORTED BY AN AGENCY OR ORGANIZATION OTHER THAN KU, YOU REPRESENT THAT YOU HAVE FULFILLED ANY RIGHT OF REVIEW OR OTHER OBLIGATIONS REQUIRED BY THAT CONTRACT OR AGREEMENT.

15 March 2005

## 7. File Formats and Software Choices: What They Mean for Preservation

The University will use standard data management practices to protect the items stored in ScholarWorks. The database will be backed up regularly and will be kept secure against unauthorized deletion or modification.

The University will assure continuing access to items deposited in KU ScholarWorks. Every item deposited will remain retrievable from the ScholarWorks system. However, computer files depend on the availability of the appropriate software to render the functions and appearance intended by the file's creator; over time older software applications may no longer function on new computer platforms, leaving the files created with those applications inoperable. The level of access that the University can assure to items stored in ScholarWorks may therefore range from preservation of the full functionality and appearance of the original file to preservation of the mere bitstream with no assurance that the file's original functionality or appearance can be recreated.

In general, files created with open or non-proprietary software offer the greatest likelihood that their functionality and appearance can continued to be rendered as computer environments change. **Faculty and other creators of digital content are urged to carefully consider the implications of choosing one or another file format or software application, and to balance the importance of the functions provided by a software application against the importance of being able to preserve those functions over a period of years or decades.**

The University identifies three levels of assurance for the continuing operability of digital files in ScholarWorks:

**Supported:** There is a high likelihood that its content, appearance, and functions will be preserved over time. Supported file formats are well documented within the software community and can be rendered by a variety of software applications.

**Known:** KU recognizes this format but cannot guarantee its support over time. In general, these are proprietary formats whose underlying code is not available to the wider software community. However, the greater the prevalence or popularity of a "known" format the greater the likelihood that the community of users will develop ways to keep operable older files created in that format.

**Unsupported:** KU does not recognize this format. Based on current knowledge, there is limited likelihood that the appearance or functionality of unsupported files can be preserved.

For a current list of Supported, Known, and Unsupported file formats please see:  
<http://kuscholarworks.ku.edu/dspace/help/formats.jsp>.