CommonKnowledge
Memorandum of Understanding/Service Level Agreement

1. Nature of Agreement

(a) This agreement, between Pacific University on behalf of the Pacific University Library (hereafter known as “Library”), the Pacific University School of Occupational Therapy (hereafter known as “School of OT”) and the Society for the Study of Occupation: USA (hereafter known as “SSO:USA”), is an agreement regarding SSO:USA participation in CommonKnowledge, Pacific University’s digital repository. The statements below define the relationship between the Library, the School of OT and SSO:USA for the sole purpose of SSO:USA use of the CommonKnowledge platform. All other agreements entered into before this date, whether verbal or otherwise, are hereby nullified and voided. This agreement may be amended in writing with the approval of the University Librarian of Pacific University, the Director of the School of OT and by an officially designated representative of SSO:USA.

2. Joint Statement of Principles

(a) The Library, School of OT and SSO:USA believe that increased access to scholarly information in the field of occupational science is necessary for the advancement of the study of occupation and the application of that study for the improvement of clients’ quality of life. Providing open access to SSO:USA-sponsored materials through CommonKnowledge will ensure that the widest possible range of scholars, occupational therapists and related professionals will have access to knowledge that will inform and advance the study and practice of occupational science.

3. Roles and Responsibilities

The Library, School of OT and SSO:USA agree to the following demarcation of roles and responsibilities:

(a) Library will:

   i. Make SSO:USA materials deposited in CommonKnowledge available free of charge to the public via the Internet or any subsequent technology;
   ii. Provide access to CommonKnowledge software and establish a unique account to allow SSO:USA to deposit and manage content within CommonKnowledge;
   iii. Provide SSO:USA with free hosting services for deposited content;
   iv. Develop, in consultation with SSO:USA, the “look and feel” and organizational structure of SSO:USA collections in CommonKnowledge;
   v. Work with the repository software vendor to maintain the integrity and security of SSO:USA materials;
   vi. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the SSO:USA collections within CommonKnowledge;
   vii. Notify an SSO:USA representative at least 24 hours prior to any scheduled down-time or maintenance for CommonKnowledge;
viii. Facilitate CommonKnowledge software training for an SSO:USA representative and will work with SSO:USA to determine appropriate workflow;

ix. Be generally available for technical support and problem resolution Monday-Friday, 9:00 am-5:00 pm (Pacific Standard Time/Pacific Daylight Time); and

x. In the event of a decision by the Library to discontinue hosting services, provide SSO:USA and the School of OT with 6 months prior written notice of its intention to do so.

(b) School of OT will:

i. Maintain a relationship with SSO:USA; such relationship is defined as at least one (1) full-time School of OT faculty member holding a current membership in SSO:USA at all times;

ii. Designate one (1) faculty member as a liaison between the Library and SSO:USA for the purposes of activities covered in this agreement;

iii. Agree to officially sponsor the SSO:USA content/collections in CommonKnowledge; such sponsorship shall, in addition to the items in (b)i and (b)ii above, include public notice of the sponsorship on the CommonKnowledge site and in Library materials (including, but not limited to, the Library website, Library faculty presentations and CommonKnowledge promotional materials);

iv. Acknowledge that the Library is providing these services as an accommodation to the School of OT and SSO:USA and that the Library shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from these services including, without limitation, damages arising from the breakdown of the technology, the failure to install upgrades and difficulties with access; and

v. In the event of an anticipated inability, or desire, to fulfill the responsibilities outlined in (b)i - (b)iii above, provide the Library and SSO:USA with 6 months prior written notice.

(c) SSO:USA will:

i. Be fully responsible for all aspects of the creation, transfer and updating of SSO:USA content to the CommonKnowledge software;

ii. Be fully responsible for ensuring that content submitted to CommonKnowledge complies with existing federal copyright, privacy, and CommonKnowledge policies. SSO:USA is responsible for notifying authors and securing permissions for content submitted to the CommonKnowledge;

iii. Designate at least one (1) member with responsibility for ingesting, updating and maintaining SSO:USA content within CommonKnowledge;
iv. Notify the Library of the designated member’s identity and contact information and, in the event that the responsibilities changes hands, notify the Library of the new designated member;

v. Submit technical support requests to the Library only through the SSO:USA designated member;

vi. Acknowledge that the Library is providing these services as an accommodation to the School of OT and SSO:USA and that the Library shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from these services including, without limitation, damages arising from the breakdown of the technology, the failure to install upgrades and difficulties with access;

vii. Not submit and disseminate through CommonKnowledge any content that the Library or SSO:USA reasonably believes (i) constitutes pornography or is otherwise obscene, indecent, sexually explicit, or morally repugnant, (ii) is defamatory of a real or legal person, or of goods or services provided by any real or legal person; (iii) violates a person’s privacy or other rights relating to personal information; (iv) discloses confidential or proprietary information of another person, (v) infringes upon another person’s copyright, trade or service mark, patent or other intellectual property right; (vi) is malicious, fraudulent, or may result in damage to the reputation of the Library, School of OT or their parent institution; or (vii) is otherwise illegal or solicits conduct that is illegal under laws applicable to the Library or School of OT or their parent institution;

viii. Be fully responsible for the content of the SSO:USA collections in CommonKnowledge and indemnify and hold harmless the Library, Pacific University, and the employees and agents thereof, from any claims, losses, damages or legal actions incurred by the Library, Pacific University, or the employees or agents thereof, and arising from the content or dissemination of the content; and

ix. In the event of a decision to discontinue the hosting arrangement, provide the Library and School of OT with 6 months prior written notice of its intention to do so.

4. Content

(a) The terms of this agreement apply only to content which is collected and disseminated through these CommonKnowledge structures:

i. Events
ii. Books
iii. Series
iv. Image Galleries
v. Communities

An amendment to this agreement is required if SSO:USA wishes to utilize the Journal structure within CommonKnowledge.
(b) All SSO:USA content ingested into CommonKnowledge shall remain the property of SSO:USA.

5. Back-Up and Preservation

(a) All materials hosted in CommonKnowledge are subject to the back-up and technical protections of the CommonKnowledge software vendor. SSO:USA may request a detailed description of these measures from the Library at any time.

(b) All objects uploaded to CommonKnowledge will be stored in their original format by the software vendor. The vendor will also ensure that PDF documents will be web accessible on a permanent basis.

(c) The Library cannot guarantee the long-term preservation of materials ingested into CommonKnowledge. SSO:USA is advised to maintain copies of all material deposited into CommonKnowledge.

(d) SSO:USA may elect to request, with 4 weeks prior notice, delivery of a copy of all SSO:USA metadata and objects ingested into CommonKnowledge. If such a request is placed by SSO:USA, the Library will request a copy from the software vendor and will deliver it to SSO:USA when it becomes available.

6. Resource Allocation

(a) If resource constraints limit CommonKnowledge operations, the Library may wish to review or appraise SSO:USA content before it is uploaded. The Library reserves the right to refuse or withdraw items or collections, to amend or migrate files to extend access to their contents, to move collections, to renegotiate the terms of agreement with SSO:USA and the School of OT and to make changes to CommonKnowledge to reflect changes in this agreement.

(b) The Library will periodically assess this agreement to provide an opportunity to determine the effectiveness of the service, review resources, and plan for the future.

7. Term and Termination

(a) The term of this agreement shall commence as of the latest date entered below and may terminate at the discretion of either the University Librarian of Pacific University, the Director of the School of OT or by an officially designated representative of SSO:USA.

(b) This agreement shall automatically terminate if the percentage of publicly available (open access) SSO:USA content in CommonKnowledge falls below 75% (as a percentage of all SSO:USA objects in CommonKnowledge).

(c) In the event that this agreement is terminated by SSO:USA, all SSO:USA content in CommonKnowledge (including metadata) shall be provided by the Library to SSO:USA and all SSO:USA structures within CommonKnowledge will be removed, within 6 months of the date of termination of the agreement.
(d) In the event that the School of OT becomes unable, or unwilling, to sponsor the SSO-USA content in CommonKnowledge (as described in (b) above), the current agreement will terminate and SSO:USA and the Library shall retain the right to renegotiate this agreement as a bilateral partnership.

8. Final Authority

(a) The University Librarian of Pacific University, the Director of the School of OT and the officially designated representative of SSO:USA shall be the final arbiters on all matters regarding this agreement.

With the exception of the provisions contained in paragraphs (3)(a)(x), (3)(b)(iv), (3)(b)(v), (3)(c)(ii), (3)(c)(vi), (3)(c)(vii), (3)(c)(viii) and (3)(c)(ix) above, the provisions of this Memorandum of Understanding/Service Level Agreement are not legally binding on any party.

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