**THIS MEMORANDUM OF UNDERSTANDING** (MOU), dated [enter day, month, year] (Effective Date), is entered into by and between The Arctos Consortium (Arctos) and [Name of Institution].

1. **BACKGROUND**

**1.1 Purpose of the MOU**

This MOU sets forth the terms and conditions required to ensure that [Name of Institution] receive(s) the appropriate services from Arctos and understands their responsibility to Arctos.

**1.2 Arctos Consortium (Arctos):**

The Arctos Consortium includes multiple institutions that collaborate to serve natural and cultural history data from Arctos, an interdisciplinary collection management and biodiversity information system. Arctos combines data storage and collection management with public web presence, and is intended for use by collection managers, curators, scientific researchers, teachers, and anyone interested in collection records for not-for-profit, non-commercial use. Key features include applications for managing and tracking collection objects, tools and services for visualizing and mapping data, and partnerships with external web resources for linking records with associated data and media.

Arctos partners with the Texas Advanced Computing Center (TACC), a facility at The University of Texas at Austin whose mission is to enhance education and research through the application of advanced computing resources and services. TACC accepts institutions in the Arctos Consortium under the terms and conditions of the TACC-Arctos MOU effective 1 January 2012.

**1.3 [Name of Institution]:**

[Brief Description of Institution and Collections]

[Name of Institution] desires to participate in the Arctos Consortium and to receive services from Arctos as described in this MOU for the following collections:

[list all collections].

1. **ARCTOS SERVICES**

2.1 Arctos provides database programming, data storage, and database support for participating collections. The Arctos community works with collection curators and/or managers as needed to help migrate and manage data in accordance with Arctos and Darwin Core data standards.

2.2 TACC provides Arctos with data storage, backup, and application services. Institutional members of Arctos may apply for media storage through the TACC portal, and TACC may process media files into different formats upon direct arrangement with the institution. Institutions that require a large amount of storage may be charged a nominal cost, to be negotiated with TACC.

2.3 Arctos and TACC will work together to monitor security, performance, and storage and applications servers.

2.4 Arctos will work with [Name of Institution] to publish data to VertNet, GBIF, iDigBio, the Global Genome Biodiversity Network, and to other third-party data distributors as agreed upon by [Name of Institution].

2.5 Arctos will provide a Collection Mentor who will work with staff at [Name of Institution] during data migration. The collection mentor will be the first point of contact for questions related to Arctos collection management. Contact information for the Arctos Collection Mentor is listed in Key Personnel.

1. **FINANCIAL CONTRIBUTIONS**

3.1 [Name of Institution] understands that it is responsible for migration of its data into Arctos. The assigned Collection Mentor along with current members of the Arctos Consortium will offer assistance and advice. If migration requires additional professional services, Arctos will provide contacts who may assist with migration for a fee. Such arrangements will be made between [Name of Institution] and the third-party migration service provider. If technical issues require more than 10 hours of Arctos Database Administrator time, Arctos may charge $75 per hour for such services.

3.2 Arctos community members support Arctos ongoing operations through annual financial contributions that include a $100.00 subscription fee plus a tiered charge per object record plus a 5% administration fee. The per object record fee is tiered as follows:

|  |  |
| --- | --- |
| # Records | Per record fee |
| <10,000 | $0.000 |
| 10,001-100,000 | $0.030 |
| 100,001-500,000 | $0.025 |
| 500,001-1,000,000 | $0.020 |
| 1,000,001-1,500,000 | $0.015 |
| >1,500,000 | $0.010 |

* 1. [Name of Institution] agrees to the financial contribution schedule presented above. Because billing is in advance, the financial contribution for the first year or any partial first year will be calculated as the subscription fee plus a 5% administration fee, which will be billed upon final approval of this MOU. Subsequent years will be billed as per section 3.2. In unusual circumstances, an institution may request a payment deferment or temporary cost reduction. Such requests will be reviewed on a case by case basis.
	2. Changes in the ability of [Name of Institution] to pay their annual financial contribution will be communicated to the Chair(s) of the Arctos Working Group.
	3. [Name of Institution] is on a fiscal year of [enter day and month] to [enter day and month]. Financial contributions to Arctos will be paid based upon the number of records in Arctos at the beginning of the institution’s fiscal year unless otherwise specified through agreement in this MOU. Institutions will pay their contribution for the entire fiscal year, even if they choose to withdraw from Arctos prior to the end of the year. Payment will be due within 60 days of invoice date.
	4. [Name of Institution] will seek outside funding to support significant new developments or enhancements that are beyond the routine maintenance and operation of Arctos. Further, [Name of Institution] will include funding for Arctos in collection-related grants that require Arctos support for data.
	5. Financial contribution questions should be directed to the Arctos Treasurer. Contact information for the Arctos Treasurer is listed in Key Personnel.
	6. Financial contributions for Arctos will be made through Rauthiflor LLC via a third-party contract. Rauthiflor LLC, contact information is listed under Key Personnel.
1. **DATA LICENSING**

By participating in the Arctos Consortium, [Name of Institution] agrees to the Arctos statement on ownership and use of data (<https://arctosdb.org/data/>). The collections may have their own policy on terms of use that supplements the Arctos statement and CC license. The collections may choose separate licenses for data and media.

1. **DURATION**

This MOU will remain in effect from the Effective Date until it is terminated by written notice. Either party may terminate this MOU without penalty for any reason by providing a thirty (30) day written notice to the other party. The MOU may be revised if either party deems that its situation has changed substantially such that a new MOU is warranted. This MOU will be terminated for non-payment of fees for more than one year.

1. **KEY PERSONNEL**

The following are designated as Key Personnel for their respective party and serve as the principal contacts between the parties in this MOU.

**Arctos**

Name: Christopher C. Witt

Title: Arctos Steering Committee Chair

Address: 1 University of New Mexico, MSC03-2020, Albuquerque, NM 87131

Tel. No: 505-277-8169

Email: ccwlobo@gmail.com

Name: Andrew C. Doll

Title: Arctos Treasurer

Tel. No: 303-709-8307

Email: arctos.treasurer@gmail.com

Name: [Collection Mentor Name]

Title: Arctos Collection Mentor

Tel. No: [Collection Mentor Telephone]

Email: [Collection Mentor Email]

**[Name of Institution] (Director, Curator, or Other Authorized Person)**

Name: [Institution Authorized Person Name]

Title: [Institution Authorized Person Title]

Address: [Institution Authorized Person Address]

Tel. No: [Institution Authorized Person Telephone]

Email: [Institution Authorized Person Email]

**Rauthiflor LLC**

Name: John Wieczorek

Title: Owner

Address: 3622 33rd Ave W, Seattle, WA 98199

Tel. No.: 224-208-8267

Email: rauthiflor@gmail.com

EID No: 82-0597258

**7. MODIFICATION**

7.1 Any modification to this MOU shall be executed in writing and signed by an authorized representative of each party. Any modification that creates an additional commitment of resources must be signed by the original signatory authorities or successor, or a higher-level official possessing original or delegated authority to make such a commitment.

7.2 Issues arising from implementation of this MOU will be addressed by the Key Personnel for [Name of Institution] and Arctos Consortium.

7.3 Neither this MOU nor any interest arising under it shall be assigned by either party without the express written consent of the officials authorized to bind the parties.

**8. SIGNATURES**

**IN WITNESS WHEREOF**, the parties do hereby execute this MOU effective as of the date first above written.

**Arctos:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Christopher C. Witt, Arctos Steering Committee Chair

**[Name of Institution]:**

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[Institution Authorized Person Name], [Institution Authorized Person Title]