Memorandum of Understanding [MOU] between Missouri Historical Society, on behalf of Heartland Hub and _____ *

*Please complete all blanks with institution/library name.

1. Background

Heartland Hub is an unincorporated affiliation of institutions which seeks to improve for the benefit of the public the visibility and relevance of digital collections offered online in Missouri, Iowa, and the Midwest.

The Missouri Historical Society, on behalf of Heartland Hub, will facilitate _____ communication to the Digital Public Library of America (DPLA), and communication of DPLA information relevant to this MOU to partner institutions. No fee will be paid by the partner institution to the Missouri Historical Society for this service and as a result the partner exculpates the Missouri Historical Society for any damage, injury or liability of any kind with respect to services provided herein or in relation to the Heartland Hub project by the Missouri Historical Society.

Heartland Hub aggregates information about digital objects and serves as conduit for passing these descriptive records to DPLA—which assembles datasets of metadata that make content discoverable through a single search interface and open platform for developers.

Heartland Hub provides **_____** with an on-ramp for participation in DPLA.

Heartland Hub facilitates compliance with DPLA requirements for aggregation. The partner in return ensures that the information it provides is accurate, and that the metadata it produces complies with the public domain requirements set out in the DPLA data exchange agreement (see https://digitalpubliclibraryofamerica.atlassian.net/wiki/spaces/CT/pages/85406202/Resources+for+New+Hubs). Neither Heartland Hub nor the Missouri Historical Society has any responsibility with respect to the metadata or other material, physical or electronic, that is submitted by partner institutions hereunder.

This Memorandum of Understanding (MOU) outlines:
- Parameters and process for contributing and removing metadata in Heartland Hub.
- Guidelines governing ownership and use of metadata.
- Ongoing responsibilities of the partner and Heartland Hub.

This MOU is not a legal contract and is not intended to contain or reflect any enforceable obligation of any party. Instead it is a statement of mutual expectations representing a commitment to collaborate in a specific way.

2. Content
Definition
"**metadata**" = describing digitized and born-digital items plus links to thumbnail images for those items where available
"**content"** = a born-digital object or a digital surrogate of a physical object

Selection

The partnering institution is free to choose which metadata it contributes to Heartland Hub. Similarly, Heartland Hub has discretion to decide which metadata it accepts and exports to DPLA.

Ownership and Existing Rights
The partner must have rights to reproduce and distribute the metadata it submits to Heartland Hub, or have been granted license to do so by the copyright holder(s), or have certainty that metadata are in the Public Domain. The partner is responsible for the accuracy of data, facts, and information, and agrees to use best efforts to provide Heartland Hub with such information.

In all cases, ownership of content remains with the originating organization. By providing metadata to Heartland Hub, the partner also agrees to have them added to DPLA; neither Heartland Hub nor DPLA asserts new rights over content or metadata.

Ingest and Storage
Content shall be hosted on the partner institution servers or servers licensed by said institution and shall be made accessible to Heartland Hub via [choose one] OAI feed, API feed, bulk download, or other acceptable data delivery mechanism.

3. Metadata
Heartland Hub aggregates descriptive records that resolve to digital objects. Because there is no one metadata schema adhered to by all potential contributing institutions, Heartland Hub will issue guidelines for institutions to follow in standardizing the partner's metadata for DPLA, which depends on efficient and consistent collection of information in accordance with specific standards.

Characteristics
Heartland Hub will issue guidelines from time to time for institutions to follow, the current version of which is attached to this MOU as Exhibit A. Metadata that the partner provides must conform to Heartland Hub guidelines. Heartland Hub will provide the partner with suggestions to ensure that metadata meets the specifications established by guidelines.

Partners are expected to be familiar with and adhere to the most current version of the guidelines. Heartland Hub will make updates available to Partners.

Use and CC0 Dedication
All metadata contributed to Heartland Hub by Partner must be made available under terms of the Creative Commons 1.0 ("CC0") Universal Public Domain Dedication. This dedication authorizes Heartland Hub to provide access to the metadata provided by the partner to DPLA, and further transform it in accordance with other third-party data aggregators.

To the extent that that metadata provided by the partner may be protected by copyright, the partner waives all rights to the metadata worldwide under copyright law, and metadata provided

by the partner is licensed to the public non-exclusively, unconditionally, and royalty-free for all types of use.

If aggregated records the partner provides contain metadata collected from a third-party institution or database (for example, if the partner hosts collections for another institution), then any such hosting agreement should be reviewed to determine whether the partner has full right and authority to release submitted metadata under CC0.

Removal
The partner may choose to cease participation in Heartland Hub at any time. Partners may give written notice of resignation to the Chair, which will be effective immediately. Any content that has been shared with DPLA will be deleted at the next ingest unless otherwise mutually specified in writing by the withdrawing partner and the Hub. DPLA provides its own removal guidelines in its Data Exchange Agreement (https://digitalpubliclibraryofamerica.atlassian.net/wiki/spaces/CT/pages/85406202/Resources+for+New+Hubs).

4. **Ongoing Responsibilities**

Attribution
Heartland Hub will use its best efforts to provide attribution to the partner institution when publishing metadata. The partner will use its best efforts to supply appropriate attribution in provided metadata.

Maintenance of technology
Both the partner and Heartland Hub will maintain technology (for example, OAI-PMH, Resource Sync) that allows for metadata to be shared with the DPLA on a regular, consistent basis.

Maintenance of data records
Heartland Hub will act as a pass-through for the metadata sent to DPLA. Partners are responsible for maintaining their own data records. Heartland Hub is not a long-term repository for metadata.

5. **Signatures and dates**

Missouri Historical Society Heartland Hub	_____ Partner
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Exhibit A – Metadata Requirements for Partners to the Heartland Hub
Dated: November 28, 2022

[These requirements are subject to change]

NOTE: Normally, data is supplied to Heartland Hub using an OAI-PMH feed built into another web application (for example CONTENTdm). In such cases, requirements listed below that relate to the details of the OAI-PMH feed may not be known by the partner. Heartland Hub is very willing to work with the partner to help meet the requirements listed below, but it cannot guarantee that a given feed and/or dataset can and/or will be harvested.

1. The partner MUST provide a publicly accessible url to a data feed that conforms to the Open Archives Initiative Protocol for Metadata Harvesting (OAI-PMH) (See http://www.openarchives.org/pmh/ for details about OAI-PMH).

2. If the partner does not wish to, or does not have the rights to, contribute all records available at the given OAI feed, then the partner MUST specify which sets may be harvested by Heartland Hub from the given OAI feed. The set(s) MUST be defined within the given OAI feed and be listed from a ListSets query (For details, see http://www.openarchives.org/OAI/openarchivesprotocol.html#ListSets)

3. Metadata records from the given feed MUST conform to either the simple Dublin Core schema (see https://www.dublincore.org/schemas/) OR the Metadata Object Description Schema (MODS) (see https://www.loc.gov/standards/mods/userguide/). The partner MUST specify the prefix of the metadata schema to be used when Heartland Hub harvests from the given feed. The specified metadata prefix MUST appear when querying the given feed with the 'ListMetadataFormats' verb (For details, see http://www.openarchives.org/OAI/openarchivesprotocol.html#ListMetadataFormats)

4. All metadata contributed to Heartland Hub by the partner must be made available under terms of the Creative Commons 1.0 ("CC0") Universal Public Domain Dedication. (see https://creativecommons.org/publicdomain/zero/1.0/)

5. Every metadata record MUST include a title value. If using the Dublin Core format, the value MUST be in the 'title' tag. If using the MODS format, the value MUST be in a 'title' tag within the first 'titleInfo' tag.

6. Every metadata record provided by the partner to Heartland Hub MUST include a url that links to a publicly available representation of the record managed by the contributor or by a third party that has been delegated to manage the given record. If metadata is in the simple Dublin Core format, the url should be in the first 'identifier' tag. If metadata is in the MODS format, the url should be in a 'url' tag within the first 'location' tag.

7. The partner MUST include a rights statement in each metadata record or provide a rights statement that can be applied to all records. If the rights statement is provided in each record and the metadata is in the simple Dublin Core format, the rights statement MUST be in the 'rights' tag. If the rights statement is provided in each record and the metadata is in the MODS format, the rights statement MUST be in the 'accessCondition' tag.

8. The partner MUST include a statement identifying the contributing institution in each metadata record or provide such a statement that can be applied to all records. If the

statement is provided in each record and the metadata is in the simple Dublin Core format, the statement MUST be in the first 'publisher' tag. If the statement is provided in each record and the metadata is in the MODS format, the statement MUST be in a 'publisher' tag within the first 'originInfo' tag.

9. It is strongly recommended that each metadata record include a 'type' value that conforms with the DCMI Type Vocabulary (https://www.dublincore.org/specifications/dublin-core/dcmi-terms/) – usually from the subset that includes 'image', 'text', 'sound', or 'collection'. Alternatively, the Partner could provide a single type that applies to all metadata records. If the type value is supplied in the metadata record and the format is Dublin Core, the type value should be in the 'type' tag – if in the MODS format, the type value should be in the 'typeOfResource' tag.

10. The partner MAY include additional metadata fields. It is recommended that additional metadata fields conform to DPLA's Metadata Application Profile (see http://dp.la/info/developers/map/).