Memorandum of Agreement
between
Yale University, acting through Yale University Library
and
[_____________________________

This is an agreement between Yale University, acting through Yale University Library, hereinafter called “Yale” and
[_____________________________], hereinafter called [Partner], together, the “Parties.”

I. Purpose and Scope
The purpose of this Agreement is to identify the roles and responsibilities of each Party and associated limitations of use as they relate to access-only service to the Fortunoff Video Archive for Holocaust Testimonies, hereinafter “Archive.” Access provided to Participant shall be limited to authorized registered Users. Authorized Users are those individuals who have registered in the Aviary platform and who are physically located at a computer within the Participant location’s IP range.

II. Yale Responsibilities
Yale agrees to provide access to Participant and its Authorized Users via secure registration processes through the Aviary platform. Yale will provide a limited level of service support to Participant to ensure effective access. Service support may include instruction on the Fortunoff website; email communications; and live support.

III. Partner Responsibilities
Participant shall bear all costs of technical requirements and physical security measures associated with providing Archive access to Users at its own institution. In addition, Participant shall ensure that it provides adequate bandwidth and screen size in a manner to ensure effective and trouble-free viewing by Users. Participant shall be reasonably responsible for all security measures to prevent unauthorized access and misuse of the Archive. Access shall be provided via Aviary platform restricted to IP ranges registered with Yale. Participant shall require and cause its Users to complete their own registration process in the Aviary to gain access. Participant shall provide access to the Archive within the Participant’s IP range only. Participant and Participant staff will take all reasonable measures to discourage unlawful copying of content from the archive in any way.

IV. Terms and Conditions of Use
Access to the Archive is provided by Yale to Participant’s Users on a limited access only basis for the period that the User is physically present on Participant’s premises within the Participant’s IP range, or via Participant location’s VPN. The Archive is a copyrighted work, all rights belonging to Yale and its associated licensors. Users may view the Archive and take notes on the viewed content, but may not in any way copy, reproduce, or distribute any of the content without the express and written permission of Yale. Quotation or citation from the Archive for use in published works of any kind, including, but not limited to, scholarly journals, dissertations and theses, is expressly prohibited without prior written permission. Such permission shall not be unreasonably withheld.

V. Amendment
No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by the authorized representatives of the Parties.

VI. Effective Date and Signature
This Memorandum of Agreement and any and all attached appendices shall be effective upon the authorized signature of the Parties named herein. It shall be in force from the date of signature of the last Party. Both Parties indicate their agreement with this Memorandum of Agreement by their signatures.

Yale University Partner

Authorized Signature (Yale): ___________________________________________ Date: ___________________
Christine Weideman, Director, Manuscripts and Archives

Authorized Signature (Partner): ___________________________________________ Date: ___________________

Name and Title: __________________________________________________________

Email: _________________________________________________________________

Institution: _____________________________________________________________

Phone: ________________________________________________________________