

3-2020

## **The Waterfront Doctrine**

Juan Luis Suarez

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Effective Date: August xx, 2022

## **This Agreement**

between

**The Multicultural History Society of Ontario  
(hereinafter referred to as “MHSO”)**

**and**

**The University of Western Ontario, on behalf of both the Department of Languages  
and Cultures, Faculty of Arts and Humanities and Western Libraries  
(hereinafter referred to as “Western”)**

This agreement (the “Agreement”) presents the terms upon which Western will create a digital archive and online exhibit using digitized materials belonging to the Bersani Fonds (the “Bersani Fonds Materials”), an archival collection owned by the MHSO, and Western will provide online hosting services, through its institutional repository, Scholarship@Western, for the archive and exhibit.

### **Responsibilities of the MHSO:**

Acting as the owner of the Bersani Fonds Materials, the MHSO agrees to:

- 1.1. Identify an individual(s) who has the authority to make and communicate decisions to Western relating to this MOU on behalf of the MHSO and provide Western with contact information for that individual(s). If the main contact person changes, MHSO will provide Western with the contact information for another individual who will assume this role as soon as possible;
- 1.2. Develop and maintain policies and guidelines relating to digitization protocols, such as a file naming convention, in consultation with the authorized digitization vendor;
- 1.3. Assist with the digitization of archival materials belonging to the Bersani Fonds in partnership with the authorized digitization vendor;
- 1.4. Until the termination or expiration of this MOU, grant Western and its agents permission to archive, use, and host Bersani Fonds Materials for the purposes of creating and disseminating the digital archive and online exhibit as proposed in this Agreement; and

- 1.5. Acknowledges that Western is not liable for any costs, losses, or damages incurred by technical failure or inadequate services on the part of bepress or Western's other vendors.

### **Responsibilities of Western:**

In its role as the creator of the digital archive and online exhibit, Western agrees to:

- 2.1. Select the digitization vendor in consultation with the MHSO and assume responsibility for all associated costs related to the digitization of archival materials belonging to the Bersani Fonds;
- 2.2. Create a digital archive and online exhibit using all or part of the Bersani Fonds Materials and other materials, as determined by Western;
- 2.3. For materials not provided by MHSO, obtain necessary written permissions from authors to include their copyrighted material in the archive and exhibit, where reasonable and possible;
- 2.4. Draft and publish a copyright assessment and clearance document to be included in digital format in the archive; and,
- 2.5. Use appropriate credit lines, approved by the MHSO, for Bersani Fonds Materials in the archive and exhibit.

In its role as the host and online distributor for the digital archive and online exhibit, Western agrees to provide MHSO with the following resources and services free of charge:

- 3.1. In partnership with bepress and its Digital Commons technical infrastructure, freely host and openly disseminate the archive and exhibit via Western's institutional repository, Scholarship@Western;
- 3.2. Not compromise the MHSO rights to republish, reuse, and redistribute the Bersani Fonds Materials hosted via Scholarship@Western, to the extent that such rights existed prior to the date of this Agreement;
- 3.3. Notify the MHSO by a written notice at least 90 days in advance of the intention to migrate the contents to another online platform; and,
- 3.4. In partnership with bepress, strive to provide continuous access to the archive and exhibit, with appropriate advance notice to contacts for regular

maintenance and updates in the event of hardware/software problems that will be performed by bepress.

### **Term and Termination**

- 4.1. This Agreement will remain in effect for ten (10) years commencing on the Effective Date indicated above. This term of this agreement may be extended or amended pursuant to a written agreement, signed by both parties.
- 4.2. Either party may terminate this Agreement if the other party is in breach of a material term or condition of this Agreement and such breach is not cured within 30 days of receipt of written notice of such breach from the non-defaulting party to the defaulting party. The termination shall take effect at the expiry of the thirty (30) day period, or such other later time as indicated by the non-defaulting party.
- 4.3. Western may terminate this Agreement without cause on ninety (90) days' written notice.

### **Nature of Relationship**

- 5.1 The relationship created hereunder shall not, under any circumstances, constitute a partnership, employment agreement or joint venture between the parties nor shall any agency relationship arise as a consequence of this Agreement.

### **Amendment**

- 7.1. This Agreement may be amended or modified only by a written amendment agreement signed by both MHSO and Western.

[SIGNATURE PAGE TO FOLLOW]

To show their acceptance of the provisions of this Agreement, the duly authorized corporate signing officers of each of the parties have signed below.

*E. Price*  
Signature of the MHSO's Representative

Elizabeth Price, Development Manager  
Representative's Name and Position  
(Please Print)

August 16, 2022  
Date

*Michael Milde*  
Signature of the Western's Representative

Dr. Michael Milde, Dean  
Faculty of Arts and Humanities  
Representative's Name and Position  
(Please Print)

August 17, 2022  
Date

*Courtney R. Waugh*  
Signature of Western's Representative

Courtney Waugh, Research &  
Scholarly Communication Librarian,  
Representative's Name and Position Western  
(Please Print) Libraries

August 17, 2022  
Date