



## **Memorandum of Understanding**

### **Alabama Digital Preservation Network (ADPNet) Hardware Subsidy Program**

This memorandum of understanding (“MOU”) constitutes the agreement of participant (“Host”) and the Alabama Digital Preservation Network (“ADPNet”) for utilizing the ADPNet hardware subsidy program.

Important points:

- ADPNet will subsidize the purchase of recommended ADPNet hardware as provided below. All additional expenses associated with maintenance and repair of the hardware during its lifecycle will be borne by the Host.
- The amount of the ADPNet hardware subsidy is currently capped at \$6,000 per server.
- The subsidy program is limited to one server apiece for up to two Hosts in a single ADPNet membership year, which is defined as October 1-September 30.
- Hosts must submit a copy of the paid purchase invoice to the ADPNet Steering Committee in order to receive the hardware subsidy.
- Servers purchased under this program will be replaced on a rolling five-year schedule, in the order in which they were originally purchased, except in cases of emergency as agreed upon by the ADPNet Steering Committee.

#### **1. Program overview**

In order to ensure that sufficient hardware capacity exists for preservation activities, ADPNet agrees to subsidize the acquisition of new server hardware for member institutions at the Host level. Hardware whose purchase is paid for in whole or in part with ADPNet funds is to be used solely for preservation activities related to ADPNet. This MOU provides general procedural directions. It is subject to periodic review and possible modification by the ADPNet Steering Committee, of which the Host is a member.

#### **2. Vendor selection**

ADPNet will provide vendor and hardware recommendations to the Host. The Host will make the final determination on the hardware vendor, in accordance with local purchasing regulations (e.g. preferred vendor or purchasing contract).

#### **3. Warranty service and shipping costs**

Warranty service should be selected by the Host at the time of purchase. The Host will be responsible for communicating with the vendor for warranty service. The Host is also responsible for communicating with the vendor on shipping costs.

#### **4. Payment and maximum reimbursement amount**

The Host is responsible for paying for the hardware up front. This includes paying for parts, labor, shipping, and warranty. The maximum amount of the ADPNet hardware subsidy will be reviewed in October, at the beginning of each membership year. **The maximum amount of the subsidy is currently capped at \$6,000 per server.** The subsidy will take the form of a funds transfer from the ADPNet account at The University of Alabama to the Host's institution **after** the Host submits a copy of the paid invoice to the ADPNet Steering Committee.

**5. Disk and parts replacement**

The Host agrees to cover the cost of replacement hard disk drives and other replacement parts.

**6. Maintenance**

The Host agrees to provide reasonable non-warranty maintenance on hardware purchased with ADPNet funds.

**7. Limit on the number of servers that may be subsidized under this program**

ADPNet will subsidize the purchase of one (1) new server for up to two (2) member institutions at the Host level in a single ADPNet membership year, which is defined as October 1-September 30. The replacement schedule for servers purchased under this program will be once every five (5) membership years. Typically, servers purchased under this program will be replaced on a rolling schedule, in the order in which they were originally purchased. That schedule may be altered at the discretion of the ADPNet Steering Committee in cases of emergency.

**8. Liability**

The Host recognizes there are certain risks associated with on-site hardware and software services and waives all claim against ADPNet for any loss or damage that may result from this program.

For ADPNet: \_\_\_\_\_ Date: \_\_\_\_\_

For Host: \_\_\_\_\_ Date: \_\_\_\_\_