

MEMORANDUM OF UNDERSTANDING

Between

THE INSTITUTE FOR AMERICAN THOUGHT AT
INDIANA UNIVERSITY PURDUE UNIVERSITY INDIANAPOLIS

And

THE SOCIETY FOR U.S. INTELLECTUAL HISTORY

This Memorandum of Understanding ("AGREEMENT") is made and entered into on the effective date listed below by and between Indiana University Purdue University Indianapolis-Institute for American Thought (hereinafter "IUPUI-IAT"), located at 425 University Blvd, CA 531, Indianapolis IN 46202, and The Society for U.S. Intellectual History (hereinafter S-USIH).

WHEREAS there is a shared interest and expertise between the IUPUI-IAT and S-USIH to advance the study of U.S. intellectual history;

WHEREAS the S-USIH is a professional organization dedicated to advancing the historical study of American thought among academic and non-academic scholars and provides a forum for its exploration, aiming also to broaden and diversify the communities engaged in this study and the approaches applied to it;

WHEREAS the IUPUI-IAT unites the teaching faculty, editing specialists, and research holdings of the Peirce Edition Project, the Santayana Edition, the Frederick Douglass Papers, and the Center for Ray Bradbury Studies with related academic programs in American Studies, Professional Editing, history, philosophy, and literature. The Institute is structured around a public research center that supports the work of its academic programs and scholarly editions while providing a singular resource for students and scholars from Indiana and worldwide;

WHEREAS both organizations seek to explore the many dimensions of American thought across time and media platforms for students, academics, and the general public;

NOW, THEREFORE in consideration of the premises and the mutual promises set forth herein, the IUPUI-IAT and S-USIH agree as follows:

- I. TERM.** This agreement is governed by the laws of the State of Indiana. The term of this AGREEMENT shall commence on XX (a mutually agreed upon date) and continue for **three years**, at which time both parties will, if willing, reevaluate terms of continuation and set the potential new terms of agreement. Any party (or parties), in writing, may terminate this instrument in whole, or in part, after giving the other party thirty (30) days' advance written notice, or by mutual agreement of the parties.
- II. IUPUI-IAT Shall:**
 - a. Provide up-to-date access to finding aids and experts on critical editions and unique manuscript collections to the S-USIH.

- b. Create credit-bearing internship and independent study opportunities for students in the Graduate Certificate in Professional and Digital Editing linked to projects specified by S-USIH.
- c. Promote S-USIH activities on social media and the IUPUI-IAT's website, including the annual conference and publications and awards.
- d. Coordinate discussions with the IUPUI Library regarding organizing and archiving S-USIH collections, including its blog and publications.
- e. Create with S-USIH leadership a Fellows Program. Details about nominations, selection, and programming will be worked out during the first year of the agreement.
- f. Co-sponsor at least one panel with the S-USIH at the annual conference.

III. S-USIH shall:

- a. Help promote access to the work of the IUPUI-IAT by providing space on the organization's website.
- b. Offer opportunities for IUPUI-IAT graduate students in the editing certificate to work with S-USIH officers and/or members on the blog and publications of the organization.
- c. Explore paid sponsorship of internships by S-USIH.
- d. Co-sponsor at least one panel with the IUPUI-IAT at the S-USIH annual conference.
- e. Promote the work of the IUPUI-IAT through S-USIH social media channels.
- f. Create with IUPUI-IAT leadership a Fellows Program. Details about nominations, selection, and programming will be worked out during the first year of the agreement.

IV. Both the IUPUI-IAT and S-USIH agree to the following:

- a. To facilitate ongoing communication and collaborative problem resolution for concerns and issues that may arise between the Parties.
- b. To meet regularly (annually, at a minimum) to review the effectiveness of this agreement.

- c. To share information, update policies/procedures, and facilitate ongoing collaborative problem resolutions for concerns and issues that may arise between the Parties.
- d. To ensure their respective staff members are properly coached and/or trained on issues such as communication and information sharing.
- e. To maintain the documentation necessary in order to provide and enhance timely access to information between systems, subject to privacy and confidentiality requirements.
- f. Pledge to fundraise jointly to support select IUPUI-IAT/S-USIH combined projects (e.g., seek sponsors, solicit members and/or event attendees).
- g. No joint effort stipulated above will prevent both organizations from creating new mutually agreeable ventures together with other institutions

V. BUDGET AND PAYMENT ARRANGEMENTS. Nothing in the AGREEMENT shall be construed as obligating agencies to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources beyond the express provisions of any specific Agreement.

VI. INDEPENDENT PROVIDER

- a. The Parties are at all times independent Providers, and neither party will be considered an agent, servant, partner, employee, or joint venturer of the other party. It is established that employees of IUPUI-IAT are not employees of S-USIH and that employees of S-USIH are not employees of IUPUI-IAT. IUPUI-IAT understands and agrees that S-USIH will provide no employment-related benefits pursuant to this agreement and that IUPUI-IAT shall have no claim against S-USIH for any social security, worker's compensation, disability unemployment, vacation, or health benefits. IUPUI-IAT shall secure and keep in force during the term of this Agreement insurance coverage, covering IUPUI-IAT for any and all claims of any nature which may, in any manner, arise out of or result from IUPUI-IAT's performance under this Agreement.
- b. This AGREEMENT in no way restricts the Parties from involvement in similar activities with other Public and private agencies, organizations, and individuals.

VII. INDEMNIFICATION.

- a. IUPUI-IAT shall save, indemnify, and hold S-USIH harmless of and from any and all liability, loss, costs, and expenses incurred directly or indirectly from any acts, errors, or omissions by IUPUI-IAT, its agents, employees or invitees from any cause arising out of or relating to IUPUI-IAT's performance under this Agreement.

- b. S-USIH shall save, indemnify, and hold IUPUI-IAT harmless of and from any and all liability, loss, costs, and expenses incurred directly or indirectly from any acts, errors, or omissions by S-USIH, its agents, employees or invitees from any cause arising out of or relating to S-USIH's performance under this agreement. Any obligation of S-USIH to save and hold IUPUI-IAT Harmless is limited in substance by statutes designed to protect and limit the exposure and liability of the university as an instrumentality of the State of Indiana under the Indiana Tort Claims Act and as a qualified health care provider under the Indiana Medical Malpractice Act.

VIII. SIGNATURES

a. **Director, Institute of American Thought**

i. Name (print): Raymond Haberski, Jr.

ii. Signature: Raymond Haberski Jr.

iii. Date: August 2, 2021

b. **President, Society for U.S. Intellectual History**

i. Name (print): Tim Lacy

ii. Signature: Tim Lacy

iii. Date: August 2, 2021