

Web Site Hosting for Not-for-profit Organizations

Memorandum of Understanding Concerning Website Hosting

This agreement documents the understanding between the University of Kansas Medical Center ("the University") and _____ ("the Hosted Organization"), a 501(c)(3) organization or government entity with a mission related to public information in the areas of disease and disease management, fitness and wellness, public health, biomedical research, and other related areas.

The University agrees to provide

- A server account
- Up to 100 mb of disk storage
- Access to web-related training ordinarily available to KU Medical Center employees

The Hosted Organization agrees:

- To abide by all current University web publishing guidelines posted at <http://www.kumc.edu/webdev/step1/guidelines.html>
- To indemnify and hold harmless the University, including its departments and other functional units and their employees and affiliates, from any loss or damage suffered as a consequence of, related to, or that may in any way be associated with this agreement.

Although the University, in its own interest, strives to maintain near-100% availability of its web-based resources, the University can make no assurances regarding the availability, security, or safety of the Hosted Organization's web resources. The quality and accuracy of the Hosted Organization's web-based resources are entirely the responsibility of the Hosted Organization. The Hosted Organization is encouraged to maintain a copy of the hosted resource on a hard drive, CD-ROM, or other media.

The University reserves the right to cancel this agreement by giving the hosted organization 15 calendar days notice.

For the University:

Signature

Title

For the Hosted Organization:

Signature

Title

Name of Hosted Organization

Addendum: Financial Transaction Processing

The University maintains a relationship with a corporate entity that provides debit and credit card management services. The University has the ability to use this relationship to provide credit card authorization and charging through its web-based resources.

The University will, in its sole discretion, consider extending debit and credit card services to Hosted Organizations only if the Hosted Organization is represented by a member of the faculty or administrative staff of the University who has a formal role in the Hosted Organization ("the Hosted Organization Liaison"). To utilize these services, the University and the Hosted Organization must execute this addendum.

The Hosted Organization agrees to indemnify and hold harmless the University, including its departments and other functional units and their employees and affiliates, from any loss or damage, including but not limited to that caused by theft, fraud, deception, or human or computer error, suffered as a consequence of use of debit or credit card services on the University's web servers. Exception: if the Hosted Organization Liaison commits theft, fraud, or a related crime that causes loss or damage to the Hosted Organization, then the Hosted Organization may seek redress from that individual, and only that individual, through usual and lawful means.

For the University (signature of representative of University Controller):

Signature

Title

For the Hosted Organization:

Signature

Title

Name of Hosted Organization