

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF BLOOMINGTON, INDIANA
And
THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS-BLOOMINGTON

I. Purpose of the Memorandum of Understanding (MOU)

The purpose of this MOU is to permit the City of Bloomington, Indiana (City) to allow the Council of Neighborhood Associations –Bloomington (CONA) non-exclusive use of an Internet domain that the City owns, bloomington.in.us, for limited purposes.

Allowing CONA to use this domain name will help CONA and the City achieve their shared goals of supporting the formation of neighborhood associations, providing advocacy for neighborhood issues and concerns, and aspiring to make neighborhoods in Monroe County safe, welcoming and desirable places in which to live.

II. City's rights and obligations

The City will allow CONA to use subdomains of bloomington.in.us at no charge in accordance with the terms of this agreement.

The City will allow CONA to host websites at a CONA subdomain (<http://cona.bloomington.in.us>) and at various neighborhood association subdomains (http://*.bloomington.in.us) necessary for the purpose of this project.

The City retains its full ownership of the bloomington.in.us domain.

III. CONA's rights and obligations

CONA will maintain all project websites and content on its own servers and will require little to no City IT resources.

CONA will prominently state on its web site pages that its content are its responsibility, not the City's.

CONA agrees that its rules and regulations will govern the site and the neighborhood users' conduct. CONA agrees to provide the City with a copy of its current rules and regulations and to

notify the City before making any changes to those rules and regulations.

CONA will indemnify the City against liability for content that is posted on project subdomains. CONA agrees that it will include language in any agreement with neighborhood associations concerning the use of the internet domain that the neighborhood association will indemnify the City against liability for content that is posted on project subdomains.

IV. Effective date and termination

This MOU shall be in effect upon the signature of the Mayor of the City of Bloomington and of the president of CONA. It will remain in effect until one party notifies the other in writing of its intent to terminate the agreement. Termination notices shall be sent to Director of ITS, P O Box 100, Bloomington, IN 47402-0100 or to Chair, CONA-Bloomington, _____.

Secretary, CONA-Bloomington

Date

Chair, CONA-Bloomington

Date

Mayor, City of Bloomington

Date