Memorandum of Understanding
Open Access E-Journal Hosting - Publishing

WHEREAS the parties desire to promote effective scholarly communication that enables local control of intellectual assets, this Memorandum of Understanding memorializes the duties and responsibilities of the George A. Smathers Libraries at the University of Florida Libraries (“Libraries”) and ______________________________ (“Publishing Partner”) with respect to the Publishing Partner’s use of the no-fee Open Journal Systems (OJS) software for publication of __________________________ (“Journal”). OJS is a journal management and publishing system that is hosted by the Florida Academic Library Services Cooperative (FALSC), or its successor and assigns, and made available to University of Florida (“UF”) users through the Libraries.

A. Publishing Partner’s Duties

The Publishing Partner will do the following:

1) Maintain a clear and direct affiliation to the University of Florida (e.g. publisher is a College, Department, Center or other official unit of the University of Florida, chief editor is a UF faculty member, etc.)
2) Be fully responsible for all aspects of the creation, transfer and updating of Journal content.
3) Acknowledge that the Libraries coordinates access to these services as an accommodation to the Publishing Partner and that the Libraries shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from these services including, without limitation, damages arising from the breakdown of the technology, the failure to install upgrades and difficulties with access.
4) Be fully responsible for the content and copyright management of the Journal and indemnify and hold the University of Florida harmless from any claims, losses, damages or legal actions incurred by the Libraries and arising from the content or dissemination of the Journal’s content.
5) Be fully responsible for completing the necessary additional documentation regarding any fees collection by the Publisher for the Journal.
6) Grant the Libraries the non-exclusive right to host the journal title on the OJS platform and distribute electronically the Journal’s content. This right does not include the right to sell the content or sell access to the content.
7) Be responsible for notifying the Libraries if the publishing personnel or the Journal’s UF affiliation changes.

B. The Libraries’ Duties

In consideration of the Publishing Partner’s duties, the Libraries will provide the necessary systems and structures to make the content available online, freely
accessible to all. The Libraries will provide this hosting service free of charge. Furthermore, the Libraries will:

1) In cooperation with FALSC as software host, strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Journal.

2) Work with FALSC to ensure access to the appropriate OJS software, including timely installations of software upgrades, to establish a unique account for the Publishing Partner’s Journal in the OJS site hosted by FALSC, and to assist in development of a management plan to transfer existing Journal content, if applicable, to the OJS site.

3) Use its best efforts to protect the content from damage, alteration or defacement, and to maintain an archived version of the content in such form as may be used to restore the content to its original condition online in the event of such damage, alteration or defacement. In the event the content has been damaged, altered or defaced, The Libraries will ensure the prompt restoration of content to its originally approved format and appearance. Utilizing the granted “journal manager” status within the OJS system, the library will archive the journal, with copies to be stored in the UF Libraries’ back-up system and in the Florida Digital Archive, which is managed by FALSC.

4) Forward inquiries to Publishing Partner from users requesting additional rights than those codified by Publishing Partner. The Libraries will not grant additional rights without the permission of Publishing Partner.

5) Continue to host the Journal provided the editorship and/or other connection to the University of Florida remains as a local point of contact. In the event that no editors or other connection to the University of Florida remains, the Libraries will collaborate with the new home institution and/or an outside service provider to transfer the journal in a seamless manner that does not impact access.

6) Conduct an annual, informal review of the journal hosting partnership to ensure that the Publishing Partner and the Libraries are fulfilling their respective duties and assess partner satisfaction with the arrangement.

Termination of this Agreement

Either party may terminate this agreement with at least 30 days’ notice. In the event of termination of the hosting relationship, the Libraries will cooperate fully and use reasonable efforts to provide a smooth transition of all necessary components of the archived content to another hosting service provider designated by Publishing Partner. However, the Libraries reserves the right to make the content accrued during the time of this agreement available to users. If the Libraries can no longer offer this service free-of-charge, it will provide the Publishing Partner with at least six (6) months’ notice and assist with transition to another host.

This document shall be reviewed one year from the date of signing, and annually thereafter, to give both the Publishing Partner and the Libraries an opportunity to revisit and revise both parties’ responsibilities.