

E-Journal Hosting Service Agreement Non-Affiliated Journals

1. The University of Victoria Libraries (UVic Libraries), on behalf of the University of Victoria (UVic) wishes to advance scholarly communications and to support open access academic publishing initiatives.
2. [INSERT PUBLISHER NAME] (the “Publisher”) publishes the e-journal [*INSERT JOURNAL TITLE*] (the “Journal”).
3. The parties agree as follows:
 - a. UVic Libraries will:**
 - (i) Make the contents of the e-journal available via the Internet or any subsequent technology, for as long as this agreement remains in force;
 - (ii) Install and provide access to Open Journal Systems (OJS) software and establish a unique account to allow the Publisher to manage (i.e. submit, edit, and publish) e-journal content;
 - (iii) Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the “e-journal” and its contents;
 - (iv) Undertake to install upgrades in a timely manner to OJS software as they become available;
 - (v) Provide the Publisher with free hosting services;
 - (vi) Digitally archive all journal content produced under this agreement; and
 - (vii) In the event of a decision to discontinue hosting services provide the Publisher with 12 months prior written notice of its intention to do so.

b. The Publisher will:

- (i) Grant UVic Libraries a non-exclusive, worldwide license for electronic dissemination of the “e-journal’s” content, abstracts, tables of content, reference lists, and metadata describing content via the internet;
- (ii) Be fully responsible for all aspects of the creation, transfer and updating of “e-journal” content to the OJS platform.
- (iii) Assume full responsibility for obtaining the authors’ agreements to include their material in the journal and will obtain necessary permission for re-use of any copyrighted materials;
- (iv) Acknowledge that the University of Victoria is providing these services as an accommodation to the Publisher and the University of Victoria Libraries shall not be liable for any damages, costs or losses of 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;
- (v) Be fully responsible for the content of the “e-journal” and indemnify and hold harmless the UVic Libraries from any claims, losses, damages or legal actions incurred by UVic Libraries and arising from the content or dissemination of the “e-journal’s” content;
- (vi) In the event of a decision to discontinue the hosting arrangement, provide the UVic Libraries with 12 month’s prior written notice of its intention to do so.
- (vii) The Publisher and UVic Libraries agree to publish the “e-journal” for a minimum of 7 years from the [INSERT DAY MONTH YEAR] (VOLUME #), and this agreement shall take effect on the date shown below and shall continue until [DAY MONTH YEAR], and shall automatically be renewed thereafter unless either party gives the other written notice of its intention not to renew this agreement at least 12 month prior to the expiration of the current term.

With the exception of the provisions contained in paragraphs a. (vii), b. (iv), b. (v) and b. (vi) above, the provisions included in this Memorandum of Understanding are not legally binding on either party.

Signature
(Individual authorized to sign on
Behalf of Publisher)

Name (please print)

Address

Telephone number and Email Address

Date

Signature
(Individual authorized to sign on
behalf of the University of Victoria Libraries)

Lisa Goddard
Name (please print)

William Centre for Learning
Address

250-721-8192 / lgoddard@uvic.ca
Telephone number and Email Address

Date