



Memorandum of Understanding

Journal Hosting and Publishing Service

The Library, on behalf of the University of Victoria (UVic) wishes to promote multi modal forms of scholarly communications, enable local control of intellectual assets, and support open access journal publishing initiatives by making available a web-hosting service for University of Victoria associated electronic journals and magazines.

The University of Victoria (the “Publisher”) publishes the journal _____
(the “Journal”).

The parties agree as follows:

1. The Publisher will:

- Set up and provide access to Open Journal Systems (OJS) software and establish a unique account to allow the Journal to manage (i.e. submit, edit, and publish) journal content to UVic’s central server.
- Make the contents of the journal available to the University community and the public via the Internet or any subsequent technology, for as long as this agreement remains in force.
- Strive to provide 24/7 access to the Journal and its contents, with appropriate advance notice to contacts for regular maintenance and update in the event of hardware/software problems.
- Undertake to keep the OJS software up to date with new versions, as appropriate, limiting changes to ensure compatibility.
- Digitally archive all journal content produced under this agreement
- Submit content to the Directory of Open Access Journals (DOAJ) and other relevant sources for indexing.
- Assign a library employee to assist editors with operational requirements (e.g. training, trouble-shooting, verification of citations, maintaining schedules, etc.) and to advise on strategies to maximize the journal’s visibility to the online community of researchers.

2. The Journal will:

- Grant the Publisher a non-exclusive, worldwide license for electronic dissemination of the journal’s content, abstracts, tables of content, reference lists, and metadata describing content via the internet.

- Provide the name and contact information of one person who will be the main contact with the Publisher and act as the initial Journal Manager. That person will thereafter be responsible for assigning all other roles. If the main contact person is to change, a person with authority to represent the Journal must provide that direction to the Publisher in writing.
- Be responsible for all aspects of the creation, transfer and updating of Journal content to the OJS platform. 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.
- Grant the Publisher the right to transfer content (without changing it), to any medium or format necessary for the purpose of preservation.
- Agree that the Publisher is not responsible for damages, costs or losses of data including, but not limited to, hardware breakdown, software upgrades or network outages.
- Agree to receive occasional emails that provide maintenance alerts and /or best practice information from the Publisher.
- Will take full responsibility for the content and indemnify the Publisher against any legal action with regard to content.

Both parties will:

- Mutually agree to provide six (6) months written notice if either wishes to discontinue this arrangement.

With the exception of the provision concerning cessation of services and liability, the provisions included in this Memorandum of Understanding are not legally binding on either party.

 Signature
 (Individual authorized to sign on
 Behalf of Journal)

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

 Name (please print)

 Name (please print)

 Address

 Address

 Telephone number and Email Address

 Telephone number and Email Address

 Date

 Date