

**Zach S. Henderson Library
Georgia Southern University**

**Memorandum of Understanding for Open-Access
Electronic Journal Hosting and Distribution**

Agreement Date:

Zach S. Henderson Library (“Publisher”) is pleased to offer publishing services to:

_____ (“Sponsor”)

by serving as host and electronic distributor for:

_____ (“Journal”).

Whereas the parties seek to advance scholarly communications and support open access academic publishing initiatives, the parties agree to the following:

1) The Publisher will:

- a) make all of the Journal’s contents published under this agreement available free of charge via the Internet or any subsequent technology for as long as this agreement remains in force;
- b) select, fund, maintain, and support all technologies and systems deemed by the Publisher to be necessary to fulfill paragraph 1a consistent with open-access publishing best practices, and provide the Sponsor with advice and training on all technologies and systems;
- c) provide the Sponsor with appropriate access to technologies and systems supporting the Journal’s administration as outlined in paragraphs 2c and 2d;
- d) apply for and assign International Standard Serial Numbers (ISSN) for all formats of the Journal under the same current or future titles, and assign ISSNs to all backfile contents published under this agreement which appear under the same current title;
- e) in accordance with the Sponsor’s election under paragraph 2f, prepare, manage, and deposit with *CrossRef* Digital Object Identifiers (DOI) for the Journal and all contents published under this agreement;

- f) apply for, fund, and manage inclusion of the Journal and all contents published under this agreement in relevant 3rd-party indexing and abstracting services deemed relevant by the Publisher;
 - g) to the extent possible, apart from reasonable maintenance downtimes, provide continuous electronic access to the Journal's website and contents;
 - h) digitally archive all of the Journal's contents published under this agreement;
 - i) provide the Sponsor with timely notification of any technology or system changes that may impact current administration or distribution of the Journal under this agreement; and
 - j) advise and assist the Sponsor to increase the Journal's visibility, accessibility, and use.
- 2) The Sponsor will:
- a) grant to the Publisher a non-exclusive, worldwide license for electronic hosting and dissemination of all of the Journal's contents and metadata published or produced under this agreement, via the Internet or any subsequent technology;
 - b) grant to the Publisher a non-exclusive, worldwide license to license others to store, reproduce, republish, transmit, and distribute all of the Journal's contents and metadata published or produced under this agreement, under the conditions that:
 - i. the Sponsor and content authors are attributed,
 - ii. no derivative works are created, and
 - iii. the work is not used for commercial purposes;
 - c) assume full responsibility for administering the Journal, including determining the Journal's title, mission, scope, and accepted article types; developing policies governing the peer-review process, author rights and responsibilities, manuscript submission requirements, and style guidelines; appointing editors, reviewers, and other staff; and all other matters pertaining to the administration of the Journal;
 - d) contribute, edit, subject to peer-review, and prepare all Journal contents for publication;
 - e) provide the Publisher with timely notification of any administrative changes relevant to hosting and distribution of the Journal under this agreement;
 - f) participate fully in set-up and maintenance of the publication platform provided by the Publisher, including completing a Journal Proposal Form; providing logos, banners, or other images; customizing site content, including contact information,

submission forms, and review forms; and participating in training for editors and reviewers;

- g) grant the Publisher authority to submit ISSN applications to the Library of Congress on its behalf;
 - h) as indicated by initial, elect to:
 - ___ i. forgo inclusion of DOIs for all contents published under this agreement;
 - ___ ii. allow the Publisher to prepare, manage, and deposit with *CrossRef* DOIs for all contents published under this agreement using the Publisher's *CrossRef* membership; or
 - ___ iii. establish and fund a unique *CrossRef* membership, and provide the Publisher with account access and authority to prepare, manage, and deposit with *CrossRef* DOIs for all contents published under this agreement;
 - i) grant the Publisher authority to apply for, fund, and manage inclusion of the Journal and all contents published under this agreement in relevant 3rd-party indexing and abstracting services;
 - j) assume full responsibility for obtaining content contributors' agreements to include their material in the Journal under the conditions of this agreement, and obtain necessary permissions for re-use of any copyrighted materials;
 - k) take full responsibility for Journal contents published under this agreement and hold the Publisher harmless for any claims, damages, or legal actions arising from that content;
 - l) hold the Publisher harmless for any damages, costs, or losses whatsoever arising in any circumstances from agreed services, including damages arising from technology issues and difficulties with access; and
 - m) with the exception of ISSN application and management as outlined in paragraphs 1d and 2g, be solely responsible for production and distribution of all alternate formats of the Journal.
- 3) This agreement will begin with the signature of the authorized representatives of the Sponsor and the Publisher, and continue indefinitely unless either party provides ninety (90) days written notice of intent to terminate.
- 4) Either the Sponsor or the Publisher may request review of this agreement at any time.

5) In the event of termination of this agreement, the Publisher will cooperate fully and make all reasonable efforts to provide a smooth transition of all necessary content and metadata published or produced under this agreement to whatever service provider the Sponsor designates. However, the Publisher reserves in perpetuity all rights granted to it by the Sponsor as outlined in paragraphs 2a and 2b.

6) Authorized Signatures.

Authorized Sponsor Representative

Authorized Publisher Representative

Print Name

Print Name

Title

Title

Email Address

Email Address

Date

Date