Memorandum of Understanding for
Conference Publication and Archiving

Agreement Date: ____________

Zach S. Henderson Library ("Publisher") is pleased to offer publication and archiving services to:

__________________________________________________________
("Sponsor")

by serving as host and electronic distributor for:

__________________________________________________________
("Conference").

Whereas the parties seek to advance scholarly communications and support open-access distribution of Conference materials, the parties agree to the following:

1) The Publisher will:

   a) make all Conference materials and metadata 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 and archiving best practices;

   c) provide the Sponsor with appropriate access to technologies and systems supporting Conference administration as outlined in paragraphs 2c through 2f;

   d) offer guidance on, and support for, all platform and website configurations currently supported by the technology and systems provided under paragraphs 1b and 1c;

   e) serve as liaison between the Sponsor and all technology and systems vendors with whom the Publisher has contracted as outlined in paragraph 1b;

   f) facilitate setup and maintenance of the Conference platform and website;

   g) perform administrative updates to the site as needed, including publication of all conference schedules, and administration of all calls for proposals and calls for materials;
h) provide the Sponsor with timely notification of any technology or system changes that may impact current administration or distribution of the Conference platform, website, or materials and metadata published or produced under this agreement;

i) to the extent possible, apart from reasonable maintenance downtimes, provide continuous electronic access to materials and metadata published under this agreement;

j) advise and assist the Sponsor to increase the visibility, accessibility, and use of all Conference materials and metadata published under this agreement; and

k) digitally archive all Conference materials and metadata published or produced under this agreement.

2) The Sponsor will:

   a) grant to the Publisher a non-exclusive, worldwide license for electronic hosting and open-access distribution of all Conference materials 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 Conference materials and metadata published or produced under this agreement, under the conditions that:

   i. the Sponsor and content contributors are attributed,

   ii. no derivative works are created, and

   iii. the work is not used for commercial purposes;

   c) assume full responsibility for administrating the Conference, including determining the Conference’s title, mission, scope, and accepted event or material types; developing policies governing the review process, contributors’ rights and responsibilities, submission requirements, and style guidelines; appointing editors, reviewers, administrative proxies, and other staff; and all other matters pertaining to the administration of the Conference;

   d) participate fully in set-up and maintenance of the Conference platform and website, including providing logos, banners, or other images; customizing site content, including contact information, submission forms, review forms, and rubrics;

   e) participate in the ongoing maintenance of the Conference platform and website, including timely notification to the Publisher of any needed configuration changes or changes to the Conference timeline;

   f) Perform all tasks related to the review and selection of Conference proposals, including selection and assignment of reviewers, monitoring the status of proposals, making final selections, and notifying contributors;
g) request and participate in training as needed;

h) publicize the Conference, including actively promoting collection, archiving, and open access to Conference materials via the Conference website;

i) assume full responsibility for obtaining Conference contributors’ agreements to openly publish their materials on the Conference website under the conditions of this agreement, and obtain necessary permissions for re-use of any included copyrighted materials;

j) assume full responsibility for Conference materials published under this agreement and hold the Publisher harmless for any claims, damages, or legal actions arising from those materials;

k) hold the Publisher harmless for any damages, costs, or losses arising from provision of any and all services under this agreement, including damages arising from technology issues or difficulties with access; and

l) be solely responsible for production and distribution of all alternate formats of Conference materials.

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 content and metadata published or produced under this agreement to whatever platform or service provider the Sponsor designates. However, the Publisher reserves in perpetuity all rights granted to it by the Sponsor in paragraphs 2a and 2b.
6) Authorized Signatures.

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