# Memorandum of Understanding for

# Open Access e-Journal Hosting & Publishing

MEMORANDUM OF UNDERSTANDING (MOU) between

[PARTNER]

and

[Institution]

This is an agreement between [Names and Institutions/Departments (“PARTNERS”)] and UT Arlington Libraries (“The Library”) on the [SHORT TITLE]

## Purpose & Scope

## WHEREAS the parties desire to promote effective scholarly communication that supports open-access academic publishing initiatives, this Memorandum of Understanding memorializes the duties and responsibilities of the [Institution] (“Library’) and (“Publishing Partner”) of the journal, (the "journal") with respect to the Publishing Partner’s use of a platform to create an Open Access Journal that is hosted by the [Institution] and made available to the [Institutional] users through the Library. The Library recommends that all articles be made available under a Creative Commons License.

## Background

[Background that led to the project including all work already completed by partner or library. All contextual information goes here.]

## IIC. External Funding (Optional)

If [PARTNERS] apply for external funding, The Library requests to be listed as an investigator on the grant application. This ensures our participation as technical advisers and information experts. The Library will advise on all relevant matters, which may include technological limitations, amount of time required, and aspects of the budget. When The Library employee is listed as an investigator, then The Library will commit to all requirements as laid out in the award.

## PARTNERS’ responsibilities under this MOU

PARTNERS shall

* Conform to the Collaborators’ Bill of Rights Listed in Addendum 1
* [Abide by the previously agreed upon timeline in Addendum 2]
* Guarantee authorship, with appropriate attribution as coauthor
* Grant the Library the non-exclusive right to host the journal title on the [server] platform and distribute electronically [journal title] content. This right does not include the right to sell the content or sell access to the content.
* Provide in writing, as Addendum “Scope of the Journal,” documentation describing the journal’s scope, accepted article types, summary of author rights and responsibilities, manuscript submission requirements, editorial policies, editors and the name and contact information of one person who will be the main contact with the Library 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 Publishing Partner must provide that direction to the Library in writing.
* Agree to complete the initial set-up phase to include interface design, editorial policy promulgation, author policies, style-guide promulgation and necessary training for all involved with the production of the journal within 6 months of signing MOU. Be responsible for creating and updating the content in journal added to the platform, publishing at least one issue or 4 articles within the first 12 months of site setup and then every year thereafter.
* Grant the Library the right to transfer content (without changing it), to any medium or format necessary for the purpose of preservation.
* Agree that the Library is not responsible for damages, costs or losses of data including, but not limited to, hardware breakdown, software upgrades or network outages.
* Take responsibility for the content and dissemination of the journal; including copyright management and marketing.
* Take responsibility for all article production (copy editing, layout and proofreading); editorial management (e.g. identifying reviewers, corresponding with authors) and journal issue production.
* Take responsibility for stylistic designs to the journal. If the Publishing Partner desires the Library to design the layout of the journal, the Publishing Partner must first agree to a face-to-face consultation with the Library’s graphic web designer.
* Agree to receive occasional emails that provide maintenance alerts and/or best practice information from the Library.

## UT Arlington Libraries’ Responsibilities under this MOU

The Library shall:

* Conform to the Collaborators’ Bill of Rights Listed in Appendix 1
* [Abide by the previously agreed upon timeline in Addendum 2]
* Set-up, maintain and host free of charge the platform for each journal title, providing security and accounts for Publishing Partner to populate journal content but retaining the sole Site Administrator role and file level access to hosting servers.
* Complete initial set-up of new journal within two weeks of receiving a written request by the Publishing Partner.
* Enroll one person (who will be the main contact) from the Publishing Partner as Journal Manager who will then be responsible for assigning all other roles.
* Make every effort to support 24/7 access to e-journal content, with appropriate advance notice for regular maintenance and updates in the event of hardware/software problems.
* Keep the platform up to date with new versions, as appropriate, limiting changes to ensure compatibility.
* The Library will continue to host the [journal title] if the editorship and/or other personnel connected to the [Institution] relocate to another institution provided there are personnel dedicated at that institution to work long distance with Library staff. A new Memorandum of Understanding will be required each time the editorship changes.
* In the event of termination of the hosting relationship, the Library will collaborate and use reasonable efforts to provide a smooth transition of all necessary components of the journal to a new home institution and/or service provider designated by the Publishing Partner. However, the Library reserves the right to make the content accrued during the time of this agreement available to users.
* Provide assistance and advice in the journal set-up; guidance on how to use the software; trouble-shooting; hands-on-training; ongoing technical support and guidance on customizing the design of the journal. Under limited circumstances, the Library will agree to provide the expertise to design the journal.
* To the best of the Library’s ability, obtain an EISSN for the journal and add journal titles to SHERPA/RoMEO and the Directory of Open Access Journals.
* Deposit bibliographic details about the journal into the Library’s discovery and linking tools.
* Archive the material to the current standard of preservation best practice at the [Institution]
* Send occasional emails to contacts for the journals hosted to provide maintenance alerts and/or best practice information.

## Contingencies

Both parties recognize that deadlines are critical to the project’s success, however both parties recognize that missed deadlines may occur. If either party misses a previously agreed upon deadline, then the other party has the option to extend the timeline. A mutually agreed upon adjusted timeline will replace Addendum 2.

## Effective Date and Signature

This MOU shall be effective upon the signature of PARTNERS’ and The Library’s authorized officials. It shall be in force from DATE to DATE.

[PARTNERS] and the Libraries indicate agreement with this MOU by their signatures.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Library representative’s name]

[Title]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Partner B Name]

[Title]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

## Addendum 1: Collaborator’s Bill of Rights[[1]](#footnote-1) (Optional)

1) All kinds of work on a project are equally deserving of credit (though the amount of work and expression of credit may differ). And all collaborators should be empowered to take credit for their work.

2) The community should default to the most comprehensive model of attribution of credit: credit should take the form of a legible trail that articulates the nature, extent, and dates of the contribution. (Models in the sciences and the arts may be useful.)

a) Descriptive Papers & Project reports: Anyone who collaborated on the project should be listed as author in a fair ordering based on emerging community conventions.

b) Websites: There should be a prominent link to another webpage, e.g. “About Us” page, from the main website or homepage which credits with PIs or project leads listed first. This should include current staff as well as past staff with their dates of employment.

c) CVs: Your CV is your place for articulating your contribution to a collaboration. All collaborators should feel empowered to express their contributions honestly and comprehensively.

3) Universities, museums, libraries, and archives are locations of creativity and innovation. Intellectual property policies should be equally applied to all employees regardless of employment status. Credit for collaborative work should be portable and legible. Collaborators should retain access to the work of the collaboration.

## Addendum 2: Timeline [(Optional)]

## Addendum 3: Project Recommendations [[(Optional)]

## Addendum 4: Costs [(Optional)]

* [Paid access to a database for the systematic review]
* [Costs billed to outside researchers for use of information specialist]

## Addendum 5: Estimate of University Support [(Optional)]

Eventually this will be replaced with a document documenting the library’s monetary commitment. This will show the library’s investment including

* Man hours both at current salary rate and market rate with demonstrated return on investment by using the library
* Also include major financial commitment (which may include server space, material cost, etc.)
* Can be used as a document showing previous institutional support.

Useful for the library to show support for our community

## Addendum 6: Scope of the Journal

Use this section to detail the journal’s scope, accepted article types, summary of author rights and responsibilities, manuscript submission requirements, editorial policies, editors and the name and contact information of one person who will be the main contact with the Library and act as the initial Journal Manager.]

## Addendum 7 (and Beyond): OTHERS [(Optional)]

[Anything discussed but not included in the MOU that you would otherwise want documented]

1. Adapted from Media Commons Press. (2011). Collaborators’ Bill of Rights. Retrieved 2015, from http://mcpress.media-commons.org/offthetracks/part-one-models-for-collaboration-career-paths-acquiring-institutional-support-and-transformation-in-the-field/a-collaboration/collaborators’-bill-of-rights/ [↑](#footnote-ref-1)