



Memorandum of Agreement

Between:

THE SIMON FRASER UNIVERSITY LIBRARY DIGITAL PUBLISHING

And

[_____]

Given that Simon Fraser University Library located in Burnaby, British Columbia, Canada (hereinafter referred to as SFU Library) and its Digital Publishing division (hereinafter referred to as SFU Library DP) seeks to enhance open scholarship by supporting the publication of high-quality, open access scholarly works; and given that [_____] (hereinafter referred to as the Client) will be receiving digital publishing services from SFU Library DP;

this Memorandum of Agreement (MOA) between the SFU Library and the Client describes the general terms and conditions of this relationship.

Background

As a service to the SFU community and in support of the open dissemination of scholarly works, SFU Library DP will, subject to this Memorandum of Agreement ("Agreement"), provide the Client with hosting using Open Journal Systems ("OJS"), and publishing services ("Services") to publish and manage [_____] ("the Journal").

At the time of signing, these services are available at no cost to journals meeting the eligibility criteria outlined on the Digital Publishing webpages. Should the Library decide to charge a fee for all or some of these services in the future, these terms will be revised, and you will have the opportunity to review the new terms and decide if you wish to continue with OJS and the Services.

Memorandum of Agreement

This agreement governs the client's use of OJS and the Services that are provided by SFU Library DP.

Please read this agreement carefully. By signing this agreement, you are stating that you have read, understand, and agree to comply with these terms.

The signed Memorandum of Agreement form can be submitted to digital-publishing@sfu.ca.

a) SFU Library Digital Publishing will:

- i. Provide free, dedicated, continuous hosting for the Journal and establish a unique account to allow you to add or transfer content to the Journal;
- ii. Make the Journal content available free of charge to the University community and the public via the Internet or any subsequent technology under an agreed upon Creative Commons license;
- iii. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Journal and its contents;
- iv. Undertake to install OJS upgrades in a timely manner to the Journal as they become available;
- v. In the event of a decision to discontinue the use of OJS and/or the Services, provide you with 3 months prior written notice of the intention to do so;
- vi. Facilitate the transfer of the journal and content to another hosting provider with three months' notice if requested by the Client;
- vii. In the event of a decision for SFU Library DP to end the hosting arrangement with the Journal, provide URL redirects to the new site location for a period of one year;
- viii. Archive the journal content on another platform upon the Client's request, or if the journal fails to publish a new issue for a period longer than 24 months, unless an extension is requested in writing;
- ix. Assign a library employee to assist the Journal Manager and Editors with operational requirements (e.g. training and troubleshooting) and with meeting standards for publication ethics defined by [the Committee on Publication Ethics \(COPE\)](#);
- x. Assist the journal with establishing long-term preservation of content through the PKP Preservation Network (PKP-PN) according to the PKP-PN terms of use;
- xi. Recommend other digital preservation strategies for journals which do not pursue preservation in the PKP-PN;
- xii. Assist with applications for inclusion in the [Directory of Open Access Journals \(DOAJ\)](#);
- xiii. Supply DOIs to content published under this agreement and register them with CrossRef;
- xiv. Arrange for the deposit of bibliographic details about the journal into SFU Library's discovery and linking tools.

b) You, as the Client, will:

- i. Continuously comply with eligibility criteria as described on the Digital Publishing webpages with regards to 1) open access model and licensing and 2) SFU affiliation. Acknowledge that the Library reserves the right to end the hosting arrangement for journals whose SFU affiliations cease, at the sole discretion of the Library.
- ii. Provide the name and contact information of one person with a current SFU affiliation who will be the initial Journal Manager and the main contact between the journal and SFU Library / PKP Publishing Services. This person will be responsible for assigning all other roles. If this main contact changes, a person with authority to represent the Journal must provide that direction to SFU Library DP in writing;
- iii. Be solely responsible for the creation, transfer, and update of the Journal's content on the OJS platform, including content production (copy editing, proofreading, and publication, including file uploads); editorial management (e.g. identifying reviewers, corresponding with authors); and customization to the Journal website within the limits allowed by the system;
- iv. Establish and maintain best practices for scholarly publishing as defined by [the Committee on Publication Ethics \(COPE\)](#) and the requirements for the [DOAJ Seal of Approval for Open Access Journals](#) (DOAJ Seal);
- v. Use OJS solely for the engagement in and promotion of scholarly activities; adhere to recognized scholarly codes of conduct and ethical practice;
- vi. Acknowledge that your use of OJS must comply with SFU IT Services' security requirements;
- vii. Agree not to knowingly post or transmit through OJS any material or content that violates or infringes in any way the rights of others including but not limited to copyright and related intellectual property laws or gives rise to civil or criminal liability or otherwise violates any local, provincial or federal laws;
- viii. Agree that the SFU Library may suspend your online access and [temporarily, pending review] remove your content if there is compelling reason to believe that any of the terms of this agreement have been contravened;
- ix. Publish the first issue within 12 months of the signing of this MOA, and inform SFU Library of any plans to cease publication of the journal indefinitely or for an extended period. Acknowledge that the Library retains the right to retire and revoke access to the OJS site if an issue is not published within 12 months, and to remove published content from OJS and archive it on another site of the Library's choosing if the Journal fails to publish a new issue for a period longer than 24 months.
- x. When requested by SFU Library staff, allow the journal to be updated to the latest version of OJS;
- xi. In the event of your decision to discontinue use of OJS and/or the Services, provide the SFU Library with 3 months written notice of the intention to do so;
- xii. Acknowledge these terms may be revised from time to time and that you will have an

- opportunity to review them and decide if you wish to continue with OJS and the Services;
- xiii. Acknowledge that the SFU Library is providing the Services as an accommodation and shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from the Services including, without limitation, damages arising from the breakdown of the technology, the failure to install upgrades and difficulties with access;
 - xiv. Be fully responsible for published content and indemnify and hold harmless the SFU Library from any claims, losses, damages or legal actions incurred and arising from the content or dissemination of published content;

Terms of Support

Journals served under this agreement may contact SFU Library Digital Publishing for support via digital-publishing@sfu.ca The SFU-affiliated managing editor will be the first and main point of contact with SFU Library DP.

The support team will endeavor to respond within 2 business days.

**Signature of individual authorized to sign
on behalf of the SFU Library**

Signature

Name (please print)

Position/affiliation

Telephone number and email address

Date

**Signature of individual authorized
to sign on behalf of the content
provider**

Signature

Name (please print)

Position/affiliation

Telephone number and email address

Date

Main Contact (if different than above) –
include Affiliation, Telephone number
and Email address

Additionally for student journals

Signature of faculty or staff advisor

Signature

Name (please print)

Position/affiliation

Telephone number and email address