SFU LIBRARY
DIGITAL PUBLISHING

Memorandum of Agreement

Between:

THE SIMON FRASER UNIVERSITY LIBRARY
On Behalf Of
THE PUBLIC KNOWLEDGE PROJECT and 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) acts as the primary institution responsible for the ongoing support and administration of the Public Knowledge Project (hereinafter referred to as PKP) and the Library's Digital Publishing division (hereinafter referred to as SFU DP), both of which seek to improve the scholarly and public quality of academic research through the research, development, implementation, and support of innovative open source software to support scholarly publishing and communication;

and given that [_____] (hereinafter referred to as the Client) will be receiving digital publishing services from PKP and SFU 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 DP will, in collaboration with the Public Knowledge Project's Publishing Services (PKP PS), and subject to this Memorandum of Agreement ("Agreement"), provide the Client with hosting using Open Journal Systems ("OJS"), and publishing services ("Services") to self-publish and manage [_____] ("the Journal").

These services are available at no cost to journals with a journal manager (ie. a person having a managing editor, editor-in-chief or equivalent role in the OJS journal, as described in the OJS documentation) who has a current SFU affiliation, defined as: current faculty, staff, graduate students, and undergraduate students, visiting faculty, postdoctoral researchers, research associates, and adjunct professors, providing the below conditions are met.

Memorandum of Agreement

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

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

The signed Memorandum of Agreement form can be submitted to digital-publishing@sfu.ca, along with details of the proposed project.

Eligibility

Eligibility for Journals:

Journals must have:

- an SFU affiliation as defined above.
- a unique journal title and clearly-defined aim and scope articulating the purpose and intent of the journal and the types and topics of content it plans to publish. Journals should be scholarly and / or educational in scope, and address one or more subject areas taught and researched at SFU.

Eligibility for Journals Migrating From Another Service:

Migrating Journals must meet the criteria for new journals as described above.

Migrating Journals must be on OJS version 3.0 or later and must be able to provide a complete content archive from the current service provider, or must make separate arrangements to migrate content. SFU DP may be able to facilitate non-OJS content migration for a fee - for more information, please inquire at digital-publishing@sfu.ca.

Eligibility for Student Journals:

In addition to the eligibility requirements for new journals, student journals must have:

- Support of an SFU faculty or staff member who acts as a journal advisor and is listed on the journal masthead (ie About the Journal or Contact page). The SFU journal advisor will be responsible for ensuring continuity of the journal as per the continuity plan, described below.
- A continuity plan indicating the steps the journal will take to continue publishing and recruit and train new editorial board members as student editorial boards experience turnover. If at any time the student editorship ends with no new editorial team coming on board, the Faculty Advisor will notify SFU Digital Publishing who can temporarily or permanently archive the journal site.

Services Provided

General Services

PKP PS will provide the following services:

- Free, dedicated, continuous hosting for journals which launch with or transfer to PKP-PS while under the leadership a Journal Manager who holds a current SFU affiliation, as defined above;
- Access to documentation on how to use OJS and publishing best practices;
- Install and provide free access to the Journal site in OJS and establish a unique account to allow you to add or transfer content to the SFU Library's server(s);
- 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;
- Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Journal and its contents;
- Undertake to install OJS upgrades in a timely manner to the Journal as they become available;
- 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;
- Facilitate the transfer of the journal and content to another hosting provider with three month's notice if requested by the Client;
- Archive the journal upon the Client's request, or if publication ceases for a period longer than 24 months, unless an extension is requested in writing.

These PKP PS services will continue for journals whose SFU affiliations cease, providing all other conditions of this agreement are met.

SFU DP will provide the following services while the journal's SFU affiliation is current:

- 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);
- 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;
- Recommend other digital preservation strategies for journals which do not pursue preservation in the PKP-PN;
- Assist with applications for inclusion in the Directory of Open Access Journals (DOAJ);
- Supply DOIs to content published under this agreement and register them with CrossRef;
- Supply an ISSN for publications;
- Arrange for the deposit of bibliographic details about the journal into SFU Library's discovery and linking tools.

These SFU DP services will not continue to be available under the terms of this agreement for journals whose SFU affiliations cease. Some services, such as OJS webinar training for journal

teams, may be available for a fee from PKP-PS for journals whose SFU affiliations cease. Clients can use the Client Portal or [PKP-PS contact form](#) to inquire about these services.

Section III: You, as the Client will:

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 DP in writing;

Be completely responsible for the creation, transfer, and update of the Journal's content on the OJS platform, including content production (copy editing and proofreading); editorial management (e.g. identifying reviewers, corresponding with authors); and customization to the Journal website within the limits allowed by the system;

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);

Before publishing the first issue, establish an editorial board, open access policy, author rights policy, and peer review policy, all present on the public-facing journal site. SFU DP can assist with the development of these items;

Acknowledge PKP as a journal sponsor publicly on the journal site in acknowledgement of the free hosting arrangement granted under this agreement;

Make the content published in the Journal publicly available online upon publication, free of charge and grant users the right to read, download, copy, distribute, and print without the need to seek further permission from the author or publisher. Published content will be licensed with a Creative Commons license or equivalent;

Use OJS solely for the engagement in and promotion of scholarly activities;

Adhere to recognized scholarly codes of conduct and ethical practice;

Acknowledge that your use of OJS must comply with SFU IT Services' security requirements;

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;

Agree that the SFU Library may suspend your online access and [temporarily, pending review] remove your content if any of the terms of this agreement are contravened;

Inform SFU Library of any plans to cease publication of the journal indefinitely or for an extended period, and allow archiving of journal content if the journal ceases publication for a period longer than 24 months;

When requested by PKP Publishing Services, allow PKP staff to upgrade the journal to the latest version of OJS;

Agree that the SFU Library may provide long-term access and/or digital archiving/preservation for your content after you are no longer actively maintaining it;

In the event of your decision to discontinue use of OJS and/or the Services, provide the SFU Library with 3 month's written notice of the intention to do so;

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;

Acknowledge that the SFU Library and PKP Publishing Services are providing the Services as an accommodation and the SFU Library and PKP 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;

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 Digital Publishing for support via digital-publishing@sfu.ca, or through the PKP Publishing Services Client Portal, access to which can be provided upon request for individual editorial team members. The SFU-affiliated managing editor will be the first and main point of contact with SFU DP, but any member of the journal editorial team can submit support requests.

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