

SFU Library Digital Publishing: Terms and Conditions

Background

As a service to the Simon Fraser University (“SFU”) community and in support of the open dissemination of scholarly works, SFU Library’s Digital Publishing department will, subject to these Terms and Conditions (“Terms”), provide users (“Users” or “you”) with access to the Library’s Platforms (the “Platforms”): Open Journal Systems (“OJS”), Open Conference Systems (“OCS”), and Open Monograph Press (“OMP”) open source publishing services (the “Services”) to self-publish and manage e-journals, conferences, e-books, and other scholarly works. These services are available to individuals with a current SFU affiliation, defined as: current faculty, staff, graduate students, and undergraduate students, visiting faculty, postdoctoral researchers, research associates, and adjunct professors.

Terms and Conditions

These Terms govern your use of the Platforms and the publishing Services that are provided by the SFU Library. Please read these Terms carefully. By signing these Terms and Conditions, you are stating that you have read, understand, and agree to comply with these Terms.

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

The parties agree as follows:

(a) The SFU Library will:

- (i) Install and provide free access to the Platforms and establish a unique account to allow you to add or transfer content to the SFU Library’s server(s);
- (ii) Make the content hosted on the Platforms 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 Platforms and their contents;
- (iv) Undertake to install upgrades in a timely manner to the Platforms as they become available;
- (v) Provide technical and publishing support in the use of the Platforms;
- (vi) In the event of a decision to discontinue the Platforms and/or Services, provide you with 3 months prior written notice of the intention to do so;
- (vii) Supply DOIs to content published under this agreement and register them with CrossRef;
- (viii) Deposit bibliographic details about the journal into SFU Library’s discovery and linking tools, and;
- (ix) Facilitate the transfer of the journal and content with three month’s notice if the editorship and/or other personnel connected to SFU relocate to another institution.

(b) You, as the content provider, will:

- (i) Upload to the Platforms only material that is original or for which you have legal permission and does not violate any copyright;
- (ii) Use the Platforms solely for the engagement in and promotion of scholarly activities;
- (iii) Adhere to recognized scholarly codes of conduct and ethical practice;
- (iv) Acknowledge that your use of the Platforms must comply with SFU IT Services' security requirements;
- (v) Appoint an SFU-affiliated Managing Editor and keep the SFU Library informed of any changes to this role or in contact information.
- (vi) Provide notice to SFU Library in order to negotiate the transfer of the journal to a new institution or hosting service should the journal no longer be able to maintain an SFU-affiliated Managing Editor;
- (vii) Agree that the SFU Library may suspend my online access and [temporarily, pending review] remove my content if any of these terms and conditions are contravened;
- (viii) Agree that the SFU Library may provide long-term access and/or digital archiving/preservation for some (or even all) of my content after I am no longer actively maintaining it;
- (ix) In the event of your decision to discontinue use of the Platforms and/or Services, provide the SFU Library with 3 month's prior written notice of its intention to do so;
- (x) Acknowledge these terms may be revised from time to time and that I will have an opportunity to review them and decide if I want to continue with the Platforms;
- (xi). Acknowledge that the SFU Library is providing the Services as an accommodation and the SFU Library 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;
- (xii). Be fully responsible for published content and indemnify and hold harmless the SFU Library from any claims, losses, damages or legal actions incurred by the SFU Library and arising from the content or dissemination of published content;
- (xiii). Make the content published on the provided Platforms publicly available online upon publication, free of charge and grant users the right to read, download, copy, distribute, and print without permission from the author or publisher. Published content will be licensed with a Creative Commons license or equivalent, and;
- (xiv) Take responsibility for content production (copy editing and proofreading); editorial management (e.g. identifying reviewers, corresponding with authors) and stylistic designs to the platforms.

Content Provider:

Name (print): _____

Signature: _____

Date: _____

SFU Library:

Name (print): _____

Signature: _____

Date: _____