

## Memorandum of Understanding

BETWEEN:

The Dalhousie University Libraries, located at 6225 University Ave., Halifax, Nova Scotia B3H 4R2, acting with respect to the present document through Donna Bourne-Tyson, University Librarian and duly authorized for this purpose.

Hereinafter referred to as the Library

AND

The Editors of the \_\_\_\_\_ [*Name of Journal*], having offices at \_\_\_\_\_ [*Journal's address*], acting with respect to the present document through \_\_\_\_\_ [*Name of Editor*], and duly authorized for this purpose,

Hereinafter referred to as the Journal

WHEREAS the parties desire to promote effective scholarly communication that promotes local control of intellectual assets;

WHEREAS the Journal is responsible with respect to relations with the authors and holders of the rights of each and every text and other elements intended for the publications whose web hosting shall be entrusted to the Library;

WHEREAS the Journal affirms that it holds all the rights and all the authorizations enabling it to sign the present contract;

THE PARTIES AGREE AS FOLLOWS:

### **1.0 The Library agrees to:**

- 1.1 Make the contents of the e-journal available to the scholarly community and the public via the Internet or any subsequent technology
- 1.2 Host and maintain an installation of the Open Journal Systems (OJS) software. OJS is a journal production and editorial management system. The Library will also assume responsibility for integrating updates to OJS into the journal site.
- 1.3 Provide basic OJS training, technical assistance and guidance to the best of their ability.

- 1.4 Assist in locating appropriate channels to disseminate and promote the journal content. This could include, but is not limited to: indexing and abstracting databases, Metadata Harvesters (e.g. OAIster), and similar services.
- 1.5 Advise the Journal on matters related to the transfer of any existing digital or analog content into the OJS software.
- 1.6 Preserve copies of the journal content in a digital archive outside of the OJS software for preservation and access by future scholars.

## **2.0 The Journal agrees to:**

- 2.1 Create and present articles in PDF format in addition to any alternate formats the journal may wish to produce for articles and supplementary files.
- 2.2 Revise and proofread the articles of each issue and assume full responsibility for this revising and proofreading.
- 2.3 Regularly monitor the condition of the Journal content and notify the Library in the event it discovers that the content has been damaged, altered or defaced.
- 2.4 Allow the Library to archive all deposited OJS Journal content in the Library's digital archive for the purposes of preservation and perpetual access by scholars.
- 2.5 Inform the Library of any change in contact information for the Journal.

## **3.0 Duration of the contract:**

- 3.1 The present contract, whose duration is one year, shall expire on its anniversary date and shall be automatically renewable on a yearly basis pursuant to the same terms. If one party wishes to renegotiate the terms of the contract or not to renew the contract, it shall send the other party written notice to this effect at least 60 days prior to the expiry date.

## **4.0 Reservations**

- 4.1 The Library respects freedom of speech and expression unless it is harmful to others. The Library reserves the right to refuse to host any content that, in its opinion,

may be considered harmful.

## **5.0 Representations and Warranties**

5.1 The Library will render its professional services to the Journal with that degree of care, diligence and skill consistent with accepted norms of sound practice. However, the Library makes no representations, conditions, or warranties, either express or implied, with respect to its services. The Library shall not be liable for any loss, whether direct, consequential, incidental, or special which the Journal suffers arising from any defect, error, fault, or failure to perform with respect to the services, even if the Library has been advised of the possibility of such defect, error, fault, or failure.

## **6.0 Termination for Default**

6.1 Either party may terminate this Agreement thirty (30) days after written notice of default is given to the defaulting party and if the defaulting party does not take immediate action to correct such default within such period.

## **7.0 Force Majeure**

7.1 Neither party to this Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of nature, fire, labour difficulties, war or governmental action.

## **8.0 Entire Agreement**

8.1 This Agreement shall supersede all documents or agreements, whether written or verbal, in respect of the subject matter thereof. This Agreement may be amended only in writing by an addendum signed by the parties. Amendments are incorporated by reference to this Agreement.

## **9.0 Legal Jurisdiction**

9.1 This contract shall be governed by and construed in accordance with the laws in force in the Province of Nova Scotia.

EXECUTED AND SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
2011.

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[Name  
[Name of Journal]

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Donna Bourne-Tyson  
Dalhousie University Libraries

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Witness

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Witness

Updated – January 4, 2011