

# Memorandum of Understanding

## Library Services and Open Access Journal Publishing

Open access (“OA”) provides a crucial path for making scholarship and research findings broadly available without price and related access barriers. As a research and public university, the University of Louisville (“UofL”) fully supports the widespread availability of scholarship and research in order to advance intellectual growth, stewardship of the work of UofL scholars, and innovation in discovering and applying new knowledge to critical social issues and needs.

To realize this core goal, UofL, through the efforts and auspices of University Libraries, provides a suite of library services that support UofL scholars and researchers in developing and broadly disseminating their scholarship and research in OA journals. UofL faculty and researchers create the journals; identify the editorial, funding, and administrative framework for publishing them; and receive University Libraries advice, expertise, and guidance in using University Libraries technology in order to make their journals available globally.

The central role and purpose of this Memorandum of Understanding (“MOU”) is to:

- 1) articulate the common interests and shared perspectives of the Journal Sponsors, UofL, and University Libraries regarding the value of publishing OA journals under specified terms and conditions;
- 2) identify, describe, and memorialize the agreed upon obligations and tasks of both the Journal Sponsors and University Libraries; and
- 3) frame reasonable opportunities and accommodations that will help Journal Sponsors succeed in making their scholarship and research OA to facilitate scholarly inquiry, research, and discovery.

To that end, the \_\_\_\_\_ (“Journal Sponsors”) and University Libraries (jointly “the Parties”) agree that these shared responsibilities and obligations further the scholarly and research work of UofL, represent the best efforts of the Parties in publishing an OA journal, and bind the Parties, agents, and authors to fulfilling the respective responsibilities and obligations in the best interest of the Parties and UofL without external influences, commitments, and/or conflicts of interest.

### Commitments and Tasks

1. Journal Sponsors will:
  - a. Submit a completed request form in advance that must include:

- i. Proposed title of the journal and whether Journal Sponsors currently hold or plan to seek trademark protection for that title;
  - ii. Description of the journal including its aims, scope, and intended audience;
  - iii. Frequency of the publication, including whether Journal Sponsors will publish articles as received, compile and then publish them as a specific issues governed by month or other time measure, or some hybrid plan;
  - iv. Name and contact information for the faculty or staff member who is initiating the request and who will serve as the managing editor, including updating University Libraries of any changes to that contact information if subsequently approved;
  - v. Source (s) of funding, any potential funds provided by outside interests and/or financial interests held by editors, contributors, or authors; and
  - vi. Signature of the head of the unit or department approving the OA journal.
- b. Assume full and sole responsibility for determining the content of the journal; certifying its scholarly merit and compliance with applicable laws and/or university policies; obtaining peer review for submitted articles; appointing an editorial board, co-editors, and additional editors as needed; and formulating the general policies for the journal, including vesting the managing editor with authority to make decisions binding the Journal Sponsors;
- c. Assume full and sole responsibility for securing from authors and/or contributors author/publication agreements meeting minimum standards set by or directly approved by UofL and signed or otherwise agreed to by the author and/or contributor that unambiguously grant to the Journal Sponsors sufficient rights to grant to UofL all rights necessary to make the materials available open access, including Journal Sponsors securing directly or through the efforts of the author and/or contributor any 3<sup>rd</sup> party permissions necessary to reproduce, distribute, and/or otherwise reuse any copyrighted materials appearing in the scholarly work or article and Journal Sponsors retaining full and complete records covering all rights-related activities;
- d. Undertake, along with University Libraries participation if requested, a set-up and prelaunch phase that would include, at minimum, interface design and approval; editorial policy and style-guide development and decision making prior to any publication; and training of relevant participants as necessary to present a professional scholarly journal, including approving in writing all final design facets of the site developed in conjunction with University Libraries work with relevant platform and/or software providers and limiting any revisions or changes to constraints imposed on University Libraries by the platform and/or software

- providers, which may also include accepting any 3<sup>rd</sup> party licensing restrictions or deferring to the 3<sup>rd</sup> party copyright policy governing takedown and lawful uses;
- e. Grant decision-making authority to a representative of University Libraries who can make non-material decisions on behalf of Journal Sponsors when necessary or timely-required in working with platform and/or software providers;
  - f. Oversee and make any changes to published articles through errata, as with a print journal, including retractions if required by academic and/or professional ethics, university policies, or applicable laws; and
  - g. Plan and implement promotional strategies for the journal in coordination with Libraries advice if appropriate on indexing and strategies for improving site-traffic and overall distribution of the journal.
2. University Libraries will:
- h. Work with Journal Sponsors and relevant platform and/or software providers to construct the journal site consistent with any constraints and limitations intrinsic to the platform and/or software capabilities, including Journal Sponsors approving in writing all facets of the journal site prior to launch and any necessary changes that might arise thereafter;
  - i. Provide password access to the software to allow the journal editors to manage journal content, which Journal Sponsors agree to keep confidential and to implement appropriate strategies for ensuring that they use reasonable password and security practices if self-selecting passwords;
  - j. Provide documentation and training as feasible and necessary;
  - k. Register the journal with the Library of Congress in order to assign it an ISSN;
  - l. Register digital object identifiers (DOIs) for articles at no expense to Journal Sponsors unless subsequently agreed to by Journal Sponsors;
  - m. Make the journal available via digital technologies, i.e. the internet or any subsequent technology, so long as this agreement remains in force subject to the terms of this agreement, university policies, and requirements of law;
  - n. Submit content to relevant sources for indexing to the extent permitted by underlying publishing platform and/or software; and
  - o. Make reasonable efforts to preserve journal content for long-term access.

### Grant of Rights

Journal Sponsors agree that UofL holds all rights, title, and interest in the publications produced and/or disseminated using University Libraries services and further agree that Journal Sponsors have no authority to transfer any interests in the journal to any 3<sup>rd</sup> parties, including publishers or other entities and therefore that any purported transfer would prove null and void in absence

of UofL's express permission. Journal Sponsors and editors to the extent that they may hold any remaining rights hereby transfer and grant to UofL and its agents irrevocable, and worldwide copyrights and licenses to reproduce, and distribute, to prepare collectives, compilations, and derivatives, to publicly or otherwise perform and display, and to modify the Work's format and/or display characteristics consistent with this agreement and the requirements of applicable technologies. Journal Sponsors represent and warrant that Journal Sponsors have implemented suitable administrative procedures and processes to secure and will secure all rights necessary from all journal contributors and authors through the use of an author/publication agreement either meeting minimum standards set by UofL or directly approved by it.

### Terms and Termination

Either party may terminate this agreement without cause by providing reasonable notice to the other party, typically 120 days but no less than 90 days, in order to end this relationship and cease publishing the journals using University Libraries services.

More specifically, UofL and University Libraries may withdraw support services for the journal at any time with reasonable notice to Journal Sponsors. In that event, should Journal Sponsors wish to continue publishing the journal elsewhere, University Libraries will make reasonable efforts to facilitate that transfer provided that the Journal remains open access without article processing charges, the planned publisher is not a commercial publisher, and UofL determines that a transfer would serve the best interests of UofL, Journal Sponsors, and scholars in general. Alternatively, should Journal Sponsors no longer make reasonable efforts to publish, continue to publish, or expressly abandon publication of the journal, University Libraries will become sole university custodian of all published issues, digital and other files, and any related materials holding archival value including, but not limited to, author agreements, notes and correspondence, and related documents and files produced in connection with publishing the OA journal(s).

### Acknowledgements and Agreements

Journal Sponsors agree that University Libraries holds sole approval authority in determining whether UofL will facilitate publication of the proposed journal using University Library services and acknowledge that University Libraries will not contribute any direct funding to the journal beyond the library services described above. Any additional services may require that University Libraries assess further charges. The Parties would discuss in advance any such services and then agree that the charges are necessary and sustainable by the Parties. Journal Sponsors further acknowledge that University Libraries holds no liability or involvement in the editorial process, including the acceptance of articles, assessing articles for merit in the discipline, accuracy of the conclusions and/or findings, originality of the work or fitness for any

particular purpose, or compliance with copyright and/or other laws and relevant UofL policies. Journal Sponsors assume sole liability for all aspects of the journal creation, production, publication, and dissemination using University Libraries services and for complying with applicable law, customary practice, and any 3<sup>rd</sup> party agreements involving UofL and/or University Libraries.

---

Department Chair/Head of Unit

---

Date

---

Dean of University Libraries

---

Date