

## Memorandum of Understanding for the Electronic Publication of *Insert title here*

This document contains the terms of service to be provided by the University of Wyoming Libraries (“the Libraries”) to the editors of *Insert Journal title here* (“the Journal”), and the obligations undertaken by the Journal in return.

### Roles of the Libraries and the Journal

- The Libraries will offer a hardware and software platform and associated electronic publishing services free of charge to the Journal using the Open Source *Open Journal Systems* software for as long as financial support for the platform exists.
- The Libraries will be the official publisher of the Journal and will assist the Journal editors to obtain an eISSN.
- The Libraries will offer consultation in initial configuration, basic template design, initial training and ongoing systems support.
- The Journal will be the sole determinant of the content of the Journal and will control all editorial decisions.
- Using the OJS platform, the Journal will be responsible for all editorial workflow management, including the work of soliciting submissions; conducting peer reviews; copyediting; layout; publication scheduling; and all correspondence with readers, authors, reviewers, and editorial staff.
- Records of withdrawn and rejected content, and archiving or records of editorial notes and discussions regarding submissions, are the Journal’s responsibility
- As a member of CrossRef, the Libraries will supply and register Digital Object Identifiers (DOIs) for all articles published online in the Journal free of charge. The Journal will require authors to include DOIs, where available, in the citations included in the authors’ articles.
- The Libraries will provide archiving services to published content and will assist in the migration of published content should the agreement be terminated.

### Open Access

- Because the Libraries and the Journal support the free and open exchange of information, the Journal will be offered to a global audience free of charge, without subscription costs.
- Metadata for the materials published in the Journal will be freely available for harvesting by Internet search engines, and metadata records will be freely exposed to external search engines using the Open Archives Initiative Protocol for Metadata Harvesting (OAI-PMH).

### Copyright

- Copyright for materials published in the Journal will be retained by the authors, and the materials will be published under a Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License (CC BY-NC-ND 4.0). As part of the submission process, authors will be required to sign the Libraries’ standard **Author License Agreement** in which they warrant that they own the copyright for the original work submitted and grant to the Libraries the *non-exclusive* right to publish their work in any format.

- Authors will also be required to furnish, at their own expense, written evidence of the permissions or consents for use of the third-party material included within the article submitted.
- In the event of a copyright infringement claim or other legal challenge to the University of Wyoming, the Libraries may require the Journal to redact or remove the offending material from the journal.

### **Service Name and Internet Hosting**

- The journal will be assigned a URL path selected by the Journal. The Libraries will provide Internet hosting for any site name selected by the Journal within the domain journals.uwyo.edu/\_\_\_\_\_
- The Libraries will ensure that the selected path name will be used as the URL for the journal's Web site.

### **Continuity**

- The Libraries will preserve Internet access to the Journal and all of the content published therein for as long as support for journal hosting at the UW Libraries exists at the University of Wyoming.
- In addition, the Libraries will employ the LOCKSS (Lots of Copies Keep Stuff Safe) system and Archive-it services ensure a secure and long-term archive for the Journal.
- The Journal should not make any changes to content once it has been officially published beyond minor spelling or copyediting errors. Any major revisions to the published version of record should be directed to the Libraries, who will determine whether the requested change to the published online content is ethical and appropriate. In instances when the Libraries determines that the requested change is appropriate, the Journal will be directed to issue an erratum, correction, retraction, or expression of concern, as appropriate.
- The Journal Editorial Team will adhere to its stated publication schedule to the best of its ability.
- The Journal and the Libraries will jointly agree to all future policy changes that alter our mutual understanding, such as changes to the Open Access status, author copyright agreement, or the peer-review process. Before implementing such policy changes, the Journal and the Libraries will revise this Memorandum of Understanding to confirm mutual agreement and understanding of the revised terms.
- This agreement is not contingent on the status of any of the editorial staff of the journal as an employee or affiliate of the University of Wyoming.
- The initial term of this agreement will be three years from the date signed by both parties. Either the Libraries or the Journal may terminate their obligations under this Memorandum of Understanding by giving 60 days written notice to the other.
- Should the Journal or the Libraries wish to terminate this agreement, the Libraries may retain all published content but will provide the Journal with the past published content of the journal within 6 months of written notification.

### **General**

- The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

- Journal agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.
- The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

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Ivan Gaetz, Dean of Libraries

Date

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Editor, \_\_\_\_\_

Date