

Memorandum of Understanding Sample Texts

This document presents texts drawn from a few existing journal Memorandums of Understanding (MOUs) that libraries have developed for their publishing programs, and were willing to share. The texts apply to a number of different variants that a library might want to use in its agreements with e-journals. Ultimately, each library must prepare its own MOU and have it vetted by university legal counsel. These sample texts are not meant to represent an endorsement or any legal advice; rather, the goal is to offer some ideas and examples to help a library develop its own MOU.

E-Journal Memorandum of Understanding

Section 1: Prologue

The LIBRARY seeks to advance scholarly communications and to support [optional: open-access] publishing initiatives.

The SPONSOR NAME (the “sponsor”) wishes to make available on IR NAME (the Library’s institutional repository) the journal titled JOURNAL TITLE (the “e-journal”). → *applies if the journal comes from a campus entity.*

OR

The PUBLISHER NAME (the “publisher”) publishes the e-journal titled JOURNAL TITLE (the “e-journal”). → *applies if the journal is already published by another entity like a society.*

Section 2: Grant of Rights

The Publisher warrants that it is the sole owner of the e-journal and has full authority to enter into this agreement and that it is the exclusive owner of the rights herein granted to the Library. → *applies if the journal already has a publisher, who is either giving the title to the library, or keeping the title but giving the library necessary rights.*

CONFIDENTIAL: PLEASE DO NOT DISTRIBUTE OR POST

* These sample texts come from a variety of existing MOUs composed by university libraries. Each library must draft its own and have it approved by its legal counsel; this document is meant only to provide some ideas and examples, and should not be constituted as legal advice.

The Publisher hereby transfers ownership of the journal and all journal rights to the Library.

OR

The Publisher grants to the Library a non-exclusive worldwide license for electronic dissemination of the e-journal's content, abstracts, tables of content, reference lists, and metadata describing content via the Internet.

AND: A non-exclusive right to license others to reproduce, republish, transmit, and distribute the content of the e-journal under condition that the creator(s) is attributed, no derivative works are created [optional: and that the work is not used for commercial purposes].

OPTIONAL: The Publisher understands that the granting of the above rights allows the Library to continue hosting the e-journal content published during the time period of this agreement beyond the termination of this agreement.

OR

The Library owns the e-journal including but not limited to its title, digital files, and all rights to content or articles granted by authors. → *applies if the journal has no existing owner or publisher.*

Section 3: Duties

The Library will:

- a. make the contents of the e-journal available [optional: free of charge] via the Internet or any subsequent technology for as long as this agreement remains in force;
- b. provide password access to the Library's Digital Commons system to allow the editors to manage (i.e. submit, edit, and publish) e-journal content;
- c. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the "e-journal" and its contents;
- d. Advise and assist the editors with efforts to improve the e-journal and maximize its visibility to the online community of researchers
- e. [Add other services as applicable].

The Sponsor / Publisher, through an Editor or Editors it appoints, will:

- a. Assume full responsibility for determining the content of the e-journal; obtaining peer reviews of submitted articles when appropriate; appointing an editorial board, co-editors, and additional editors as needed; and formulating the general policies for the journal;

- b. Assume full responsibility for obtaining authors' agreements to include their material in the e-journal and obtain necessary permissions for re-use of any copyrighted materials;
- c. Assume full responsibility for the content of the e-journal and indemnify the Library from any claims, damages, or legal actions arising from that content;
- d. Hold the Library harmless for any damages, costs, or losses whatsoever arising in any circumstances from these services, including damages arising from the breakdown of the technology and difficulties with access;
- e. Participate fully and in a timely manner with the set-up phase to include interface design, editorial policy creation, style-guide creation, and online training for editors; and
- f. [If applicable] Be solely responsible for all aspects of the creation of print content and subscription management.

Section 4: Archival nature of publication

It is understood that once an article is published on the e-journal's site hosted by the Library, it is final. Like with a print journal, it is as if the article is sent to thousands of libraries; in fact, an e-journal becomes available to the world. The Library will not change a published article because it is an archival citable document that demands stability. Any changes must be handled through errata, as with a print journal.

Section 5: Term and termination

This agreement will begin with the signature of the authorized representative of the Sponsor/Publisher and the Library and will continue indefinitely unless either party provides 6 months' written notice of intent to terminate.

OPTIONAL: In case of termination by either party, the Library reserves the right to continue to host the content published by the e-journal during the term of this agreement. → *applies if the journal is owned by a Publisher like a society.*

Section 6: Authorized signatures

SIGNATURE
NAME
TITLE
EMAIL
DATE