

Memorandum of Understanding

ScholarWorks E-Journal Hosting

1. University of Massachusetts Libraries wishes to become more involved in the promotion of scholarly communications and to support open access publishing initiatives by making available a web-hosting service for University of Massachusetts Amherst-associated academic electronic journals.

2. _____ (the “Publisher”) publishes the e-journal -
_____ (the “e-journal”).

The parties agree as follows:

(a) University of Massachusetts Amherst Library will:

- (i) Make the contents of the e-journal available free of charge to the University community and the public via the Internet or any subsequent technology;
- (ii) Provide access to ScholarWorks software and establish a unique account to allow the Publisher to transfer e-journal content to the Library’s server;
- (iii) Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the “e-journal” and its contents;
- (iv) Provide the Publisher with free hosting services;
- (v) Provide free and open access to the contents of the “e-journal” for so long as the resource is hosted on ScholarWorks servers; and
- (vi) In the event of a decision to discontinue hosting services provide the Publisher with 6 months prior written notice of its intention to do so.

(b) The Publisher will:

- (i) Be fully responsible for all aspects of the creation, transfer and updating of “e-journal” content to the ScholarWorks software;

- (ii) Acknowledge that the University of Massachusetts Amherst is providing these services as an accommodation to the Publisher and the University of Massachusetts Amherst Libraries shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from these services including, without limitation, damages arising from the breakdown of the technology, the failure to install upgrades and difficulties with access.
- (iii) Be fully responsible for the content of the e-journal and indemnify and hold harmless the University of Massachusetts Amherst Libraries from any claims, losses, damages or legal actions incurred by the University of Massachusetts Amherst Libraries and arising from the content or dissemination of the content; and
- (iv) In the event of a decision to discontinue the hosting arrangement, provide the University of Massachusetts Amherst Libraries with 6 month's prior written notice of its intention to do so.

With the exception of the provisions contained in paragraphs (a)(vi), (b)(ii), (b)(iii), and (b)(iv) above, the provisions of this Memorandum of Understanding are not legally binding on either party.

Signature
(Individual authorized to sign on
behalf of Publisher)

Signature
(Individual authorized to sign for the
University of Massachusetts Amherst Library)

Name (please print)

Name (please print)

Address

Address

Telephone number and Email address

Telephone number and Email address

Date

Date