Memorandum of Understanding  
Journal Hosting and Publishing Services

The Northeastern University Libraries ("Libraries") are pleased to offer hosting and publishing services to

___________________________________________________ ("Publishing Partner")

by serving as the electronic distributor for

___________________________________________________ ("Journal")

and providing access to it with standard functionality for browsing, searching, and retrieval.

WHEREAS, the Libraries host an instance of Open Journal Systems, an online journal management and publishing platform ("OJS"), and seek to increase access to academic publishing initiatives; and

WHEREAS, the Publishing Partner seeks access to OJS and to have the Libraries host the Journal, the parties agree as follows:

A. Publishing Partner’s Duties

The Publishing Partner will:

1. Maintain a clear and direct affiliation to Northeastern University. Student-run journals must be sponsored by a College, School, Department, Center, or other official University unit.
2. Be fully responsible for all content of the Journal and all aspects of the editorial process.
3. Be fully responsible for all aspects of transfer and updating of Journal content in OJS.
4. Publish the Journal at least once per year.
5. Acknowledge that the Libraries are providing these services as an accommodation to the Publishing Partner and that the 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.
6. Be fully responsible for the content and copyright management of the Journal and indemnify and hold the Libraries from any claims, losses, damages, or legal actions incurred by the Libraries and arising from the content or dissemination of the Journal content.
7. Grant the Libraries the non-exclusive right to reproduce, translate (to any medium or format for the purpose of preservation without changing the content), and/or distribute Journal content worldwide in print and electronic format and in any medium, including but not limited to audio or video. These rights do not include the right to sell the content or sell access to the content.
8. Promptly notify the Libraries if there is a change to the Publishing Partner’s personnel or affiliation.
9. Comply with Northeastern University’s Appropriate Use Policy and such other University policies, and local, state, and federal laws as may be applicable.
**B. Libraries’ Duties**

In consideration of the Publishing Partner’s duties, the Libraries will provide the necessary systems and structures to make the content available online. The Libraries will provide the basic services enumerated below on a cost-recovery basis for open-access journals and for a negotiated rate for subscription-based journals. Furthermore:

The Libraries will:

1. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide uninterrupted access to the Journal.
2. Install and provide access to the appropriate software and establish a unique account to allow the Publishing Partner to transfer Journal content to the OJS server. The Libraries will also undertake to install upgrades in a timely manner to the software as they become available.
3. Provide initial training on the OJS platform to the Publishing Partner and provide additional training as necessitated by upgrades or changes to the platform.
4. Advise Publishing Partner on development of author agreements and other copyright-related matters as reasonably requested.
5. As reasonably requested by Publishing Partner, assist Publishing Partner regarding indexing of the Journal with commercial indexing or abstracting services.
7. Use its best efforts to protect the content from damage, alteration, or defacement, and to maintain an archived version of the content in such form as may be used to restore the content to its original condition online in the event of such damage, alteration, or defacement. In the event the content has been damaged, altered, or defaced, the Libraries will promptly restore the content to its originally approved format and appearance.
8. Forward inquiries to the Publishing Partner from users requesting additional rights than those codified by the Publishing Partner. The Libraries will not grant additional rights without the permission of the Publishing Partner.
9. Continue to host the Journal, provided the Publishing Partner remains affiliated with Northeastern University. In the event that no connection to Northeastern University remains, the Libraries will collaborate with the new home institution and/or an outside service provider to transfer the Journal in a seamless manner that does not impact access.

The Libraries may provide other services to the Publishing Partner not enumerated herein. Any additional services will be described and set forth in a separate Statement of Work to be signed by the parties and the services will be provided for a fee to be negotiated between the Libraries and the Publishing Partner.

**Termination of this Agreement**

Either party may terminate this agreement with at least 60 days’ notice. In the event of termination of the hosting relationship, the Libraries will cooperate fully and use all reasonable efforts to provide a smooth transition of all necessary components of the archived content to another hosting service provider designated by Publishing Partner. However, the Libraries reserve the right to continue to make open-access journal content accrued during the time of this agreement available to users.
This document shall be reviewed one year from the date of signing, and annually thereafter, to give both the Publishing Partner and the Libraries an opportunity to revisit and revise both parties’ responsibilities.

Signature  
(Individual authorized to sign on behalf of Publishing Partner)

Name (Please print)

Address

Telephone number

E-mail address

Date

Signature  
(Individual authorized to sign on behalf of Northeastern University Libraries)

Name (Please print)

Address

Telephone number

E-mail address

Date