Memorandum of Understanding
E-Journal Hosting and Publishing

Mississippi State University Libraries ("Publisher") is pleased to offer publishing services to [ORGANIZATION] ("Publishing Partner") by serving as the publisher and electronic distributor for the publication of [JOURNAL NAME] ("Journal") and providing to it the standard functionality for browsing, search, and retrieval that we provide for publications branded Mississippi State University Libraries. WHEREAS the parties desire to promote effective scholarly communication that enables effective and local control of intellectual assets, this Memorandum of Understanding ("Agreement") defines the duties and responsibilities of the Publisher and the Publishing Partner and the with respect to the publication of Journal and the Publishing Partner's use of the no-fee Open Journal Systems ("OJS") software. This journal management and publishing system is hosted by the Publisher, or its successor and assigns, and made available to the Publishing Partner through the Publisher.

A. Publishing Partner’s Duties

The Publishing Partner will do the following:

1. Grant the Publisher a perpetual, non-exclusive right to host the Journal on the Open Journal System platform and reproduce, republish, transmit, and distribute the content of Journal in electronic editions throughout the world. This right does not include the right to sell the content or sell access to the content.

2. Maintain a clear and direct affiliation to Mississippi State University (e.g. publisher is a College, Department, Center or other official unit of Mississippi State University, chief editor is an MSU faculty member, etc.).
3. Be fully responsible for all aspects of the creation, transfer, and updating of the Journal content.

4. Incorporate a Mississippi State University Libraries logo, provided by the Publisher, in the masthead or footer of the Journal.

5. Acknowledge that the Publisher is providing these services as an accommodation to the Publishing Partner and the Journal, and that the Publisher 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. Warrant that it has the right to publish the Journal and all content within it and that it has the right to authorize the Publisher to make the Journal and all content within it available electronically, consistent with this agreement. The Publishing partner further warrants that the content supplied does not violate or infringe the law or the rights of any third party and, specifically, that the Journal contains no matter that is defamatory or that infringes on any literary or proprietary rights, or any rights of privacy. It is the responsibility of the Publishing partner to ensure permissions have been collected for any third party copyrighted materials published in the Journal.

7. Be fully responsible for the content and copyright management of the Journal and indemnify and hold Mississippi State University harmless from any claims, losses, damages, or legal actions incurred by the Publisher and arising from the content or dissemination of Journal content.

8. Be fully responsible for completing the necessary additional documentation regarding fees collected, if any, by the Publisher for the Journal.

9. Grant the Publisher the non-exclusive right to make preservation copies and provide long-term access to Journal content in MSU Libraries’ institutional repository (Scholars Junction).
10. Be responsible for notifying the Publisher if the publishing personnel or the Journal’s Mississippi State University affiliation changes.

B. The Publisher’s Duties

In consideration of the Publishing Partner’s duties, the Publisher will provide the necessary systems and structures to make the content available online, freely accessible to all. The Publisher will provide this hosting service free of charge.

Furthermore, the Publisher will:

1. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Journal.

2. Ensure access to the appropriate software and establish a unique account to allow the Publishing Partner to transfer Journal content to the University server. The Publisher will also ensure upgrades to the software are installed in a timely manner as they become available.

3. 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 Publisher will ensure the prompt restoration of content to its originally approved format and appearance.

4. Forward inquiries to the Publishing Partner from users requesting additional rights than those codified by the Publishing Partner. The Publisher will not grant additional rights without the permission of Publishing Partner.

5. Continue to host Journal, provided the editorship and/or other connection to Mississippi State University remains as a local point of contact. In the event that no editors or other connection to Mississippi State University remains, the Publisher
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. Notwithstanding the above, all editions previously published with the Publisher shall remain on the MSU Libraries journal platform or in Scholars Junction.

6. Provide advice on best practices in journal publishing and dissemination, as appropriate, to the Journal editorial board.

7. Conduct an annual, informal review of the journal hosting partnership to ensure that the Publishing Partner and the Publisher are fulfilling their respective duties and assess partner satisfaction with the arrangement.

C. Hosting Terms and Conditions

The Publisher provides the hosting services “as is” with no warranties whatsoever with respect to the functionality, operations, or use, except as provided in this agreement. The Publisher and Mississippi State University disclaims all other warranties, express or implied, with respect to the software and/or documentation, including without limitation any implied warranties of merchantability or fitness for a particular purpose or non-infringement.

In no event shall the Publisher or Mississippi State University be liable for any special, incidental, or consequential damages of any nature that arise from the performance of this contract or from the breach of any warranty.

D. Indemnity

Each party agrees to indemnify, hold harmless, and defend the other party from all actions, claims, demands, and liabilities, including reasonable attorney’s fees and costs, arising from or relating to the indemnifying party’s (i) breach of this Agreement, (ii) negligent acts or omissions, or (iii) willful misconduct.
This Agreement shall be governed by the laws of the State of Mississippi. The parties understand and expressly agree that any claims, demands, or actions asserted against the Mississippi State University, its agents, employees, or students shall be brought only in the State of Mississippi, as it is the only court of exclusive jurisdiction over claims against Mississippi State University.

E. Termination of this Agreement

Either party may terminate this agreement with at least a 30 day notice. In the event of termination of the hosting relationship, the Publisher will cooperate fully and use 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 Publisher reserves the right to make the content accrued during the time of this agreement available to users. In the event that the Publisher can no longer offer this service free-of-charge, it will provide the Publishing Partner with at least a six (6) month notice of intended fees and, if necessary, assist with transition to another host.

F. Agreement Term and Renewal

This agreement shall continue in effect for three years, commencing on the date of signing (“Effective Date”). This agreement shall be renewable at the end of the current term for an annual term unless either party gives written notice of its intention not to renew within 30 days before expiration of the current term. This agreement may be amended or modified only by a writing executed by both parties.
Signed, on behalf of the Publisher

__________________________  ____________________________
Signature                  Signature
(Dean of Libraries)        (Director of Procurement and Contracts)

__________________________  ____________________________
Name (please print)         Name (please print)

__________________________  ____________________________
Telephone number            Telephone number

__________________________  ____________________________
Email                       Email

__________________________  ____________________________
Date                        Date

Signed, on behalf of the Journal

__________________________
Signature
(Editor-in-Chief or designated Journal representative)

__________________________
Name (please print)

__________________________
Telephone number

__________________________
Email

__________________________
Date