Generic Memorandum of Understanding
E-Journal Hosting -- Publishing

Indiana University via IUScholarWorks* (“Indiana University”) is pleased to offer publishing services to
___________________________________________________________ (“Publishing Partner”)
by serving as the electronic distributor for
___________________________________________________________ (“Journal Title”)
and providing access to it with standard functionality for browsing, searching and retrieval.
Whereas the parties desire to promote effective scholarly communication that promotes local control of intellectual assets, the parties agree as follows:

A. Publishing Partner’s Duties
The Publishing Partner will do the following:

1) Be fully responsible for all aspects of the creation, transfer and updating of Journal Title content to the appropriate IUSW system.

2) Acknowledge that Indiana University is providing these services as an accommodation to the Publishing Partner and that Indiana University 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.

3) Be fully responsible for the content and copyright management of the Journal Title and indemnify and hold Indiana University from any claims, losses, damages or legal actions incurred by Indiana University and arising from the content or dissemination of the Journal Title content.

4) Grant Indiana University 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 Title 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.

B. Indiana University’s Duties
In consideration of the Publishing Partner’s duties, Indiana University will provide the necessary systems and structures to make the content available online, freely accessible to all. Indiana University will provide this hosting service free of charge. Furthermore:

1) Indiana University will strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Journal Title.

2) Indiana University will install and provide access to the appropriate software and establish a unique account to allow the Publishing Partner to transfer Journal
Title content to the University server. Indiana University will also undertake to install upgrades in a timely manner to the software as they become available.

3) Indiana University will 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, Indiana University will promptly restore the content to its originally approved format and appearance.

4) Indiana University will forward inquiries to Publishing Partner from users requesting additional rights than those codified by Publishing Partner. Indiana University will not grant additional rights without the permission of Publishing Partner.

5) Indiana University will continue to host Journal Title if the editorship and/or other personnel connection to Indiana University relocates to another institution provided there are personnel dedicated at that institution to work long distance with IUScholarWorks staff.

Termination of this Agreement
Publishing Partner may terminate its relationship with Indiana University with at least 30 days’ notice. In the event of termination of the hosting relationship, Indiana University 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, IUScholarWorks reserves the right to make the content accrued during the time of this agreement available to users.

With the exception of the provisions contained in paragraphs a2, a3, and in Termination of this Agreement, the provisions of this Memorandum of Understanding are not legally binding on either party.

This document shall be reviewed one year from the date of signing to give both the Publisher and Indiana University an opportunity to revisit and revise both parties’ responsibilities.
Signature (Individual authorized to sign on behalf of Publisher)

Name (please print)

Address

Telephone number and Email address

Date

Signature (Individual authorized to sign on behalf of Indiana University)

Name (please print)

Address

Telephone number and Email address

Date

*IUScholarWorks is supported by the IU Libraries and the IU Digital Library Program, a collaborative effort of the IU Libraries and University Information Technology Services.*