

## UNT LIBRARIES JOURNAL HOSTING AGREEMENT

THIS AGREEMENT is made this        day of        20   (“Effective Date”) by and between (“Publisher”) and the University of North Texas, on behalf of its UNT Libraries Scholarly Publishing Services (“Host”), for Hosting of a Journal now tentatively entitled:

Publisher and Host wish to work together to achieve the professional standards and success that they each desire for the Journal, and agree as follows:

### ARTICLE I. DEFINITIONS

Publisher and Host agree on the following definitions or terms as used in this Agreement:

1.01 “Host” includes the UNT Libraries Scholarly Publishing Services, its successors, representatives, and employees; and

1.02 “Journal” includes all text; source material; illustrative reproductions used in the final preparation of the Journal; permissions, consents, or licenses; master recordings and/or any other material necessary for the publication of the Journal.

### ARTICLE II. PUBLISHER’S GRANT OF RIGHTS

2.01 Publisher grants to Host a perpetual non-exclusive right to display, reproduce, republish, transmit, and distribute the content of the Journal in electronic editions in the English language throughout the world.

### ARTICLE III. PUBLISHER’S DUTIES

3.01 Publisher will ensure that authors are not charged fees to submit to or to publish articles in the Journal.

3.02 Publisher will ensure that authors of articles are not required to transfer copyright in their articles to Publisher or another party as a condition of publication.

3.03 Publisher will ensure that the staff of the Journal adhere to the Code of Conduct and Best Practice for Journal Editors (version 4 or later) from the Committee on Publication Ethics.

3.04 Publisher will ensure that the staff of the Journal insert into published articles Digital Object Identifiers (DOIs) into all bibliographic references that lack them but for which a DOI is available.

3.05 Publisher will ensure that the staff of the Journal publish new articles regularly.

3.06 Publisher will ensure that all published articles are made free to read online, without requiring user registration, immediately upon publication.

3.07 Publisher will monitor the condition of the content hosted by Host and notify Host in the event it discovers that the content has been damaged, altered, or defaced.

3.08 Publisher will link from any webpages maintained by Publisher dedicated to the Journal to the website for the Journal made available by Host.

3.09 Publisher will inform Host of any change in contact information for Publisher.

3.10 If the Journal’s editorial collective ceases to include at least one UNT faculty member, Publisher will find another UNT faculty member to take their place within 90 days or will inform Host by the 90th day that another UNT faculty member could not be found.

3.11 Publisher will notify Host of any changes that will affect Host's ability to fulfill the terms and intent of this Agreement.

#### **ARTICLE IV. PUBLISHER'S WARRANTIES AND INDEMNITIES**

4.01 Publisher warrants that it has full power to enter into this Agreement and to grant the rights granted in this Agreement, including but not limited to:

- (a) obtaining from the authors of all articles the right to publish their articles and to grant Host the right in Section 2.01; and
- (b) obtaining the necessary permissions, rights, licenses, releases, or consents to any portion of the Journal not owned by the authors or by it; has paid or will pay, at the time payment is due, any necessary fees, including those that may be required for the right to publish, quote from, or reproduce such portions in all markets, domestic and foreign.

4.02 Publisher represents and warrants that statements in the Journal asserted as fact are true or based upon generally accepted professional research practices and that the Journal contains no: libelous or unlawful material, instructions that may cause harm or injury, material that infringes upon or violates the copyright, trademark, trade secret or other property right of another, or material that infringes upon the privacy rights of another.

4.03 Publisher agrees to indemnify and hold harmless Host against all liability arising out of Publisher's breach of the warranties set forth in Section 4.02, including, but not limited to, the cost of any claim, demand, judgment, or settlement and related expenses and attorney's fees. Each party will give prompt notice to the other if any claim or demand is made and Publisher will cooperate with Host, who will direct the defense accordingly.

4.04 This Article IV shall survive the termination of this Agreement.

#### **ARTICLE V. HOST'S DUTIES**

5.01 Host will make available to Publisher's designees a system for publishing the Journal online.

5.02 Host will, as time permits, help the staff of the Journal configure and use the system for publishing the Journal.

5.03 Host will, upon request and as time permits, refer the staff of the Journal to editors, designers, and/or printers in case Publisher wants to make its own arrangements to pay for any services in support of publishing.

5.04 Host will assist Publisher in applying for an ISSN for the online version of the journal.

5.05 Host will facilitate assignment of Digital Object Identifiers (DOIs) to articles published in the Journal and cover all costs in doing so.

#### **ARTICLE VI. HOST'S RIGHTS**

Host may remove from publication any article at any time if in Host's opinion the article violates the right of privacy of any person or contains libel or any matter that Host deems may subject it to any claims from any third party. In the event Host removes an article for any reasons set forth in this paragraph, it will give written notice to Publisher.

#### **ARTICLE VII. HOST'S LIABILITY FOR LOSS OR DAMAGE**

7.01 Host shall take the same care of the property in its hands under this Agreement as it does of its own property but shall not be responsible to Publisher for loss of or damage to Publisher's property

that is in its possession, in the possession of its independent contractors, or in the possession of anyone else to whom delivery is made by Host in the normal course of its operations unless it receives a written request to keep the same insured at a specified value, at Publisher's expense. Publisher should keep copies or backups of all manuscripts and other material included in the Journal.

7.02 In the event of any lawsuit arising from publication of Journal, the signatories and agents of Host, the University of North Texas, and the State of Texas whose signatures are affixed hereto, as well as the employees of the University of North Texas and the members of the Board of Regents of the University of North Texas, in their individual capacities, shall in no manner, individually or collectively, be liable for any damages. Any lawsuit or claim hereunder shall be filed against Host as provided by the laws of the State of Texas.

#### **ARTICLE VIII. ASSIGNMENT**

This Agreement shall inure to the benefit of and be binding upon Publisher and its successors and assigns and upon Host and its successors and assigns. Neither Host nor Publisher shall assign this Agreement without prior written consent of the other Party.

#### **ARTICLE IX. ENTIRETY CLAUSE, MODIFICATIONS, AND AMENDMENTS**

This Agreement constitutes the entire agreement by and between the parties regarding the subject matter herein. Statements or representations not included in this document shall not be binding upon the parties. No modifications or amendments of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and signed by both parties.

#### **ARTICLE X. TERMINATION**

10.01 Publisher reserves the right to terminate this Agreement with 90 days' written notice to Host.

10.02 Host reserves the right to terminate this Agreement if Publisher breaches any material term of this Agreement and fails to remedy that breach within 90 days of written notice from UNT Libraries.

10.03 In the event of termination of this Agreement, Host will cooperate fully with Publisher and use all reasonable efforts to provide a smooth transition of content and settings from the system for publishing the Journal online to another hosting service provider designated by Publisher.

#### **ARTICLE XI. SEVERABILITY**

In the event that any provision in this Agreement shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof, but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained in this Agreement.

#### **ARTICLE XII. ENFORCEABILITY**

The failure of either party to enforce any provision of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**ARTICLE XIII. APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. This agreement is entered into in Denton County, Texas, and proper venue for any legal proceeding regarding this agreement shall be in state and federal courts of Texas.

**ARTICLE XIV. ALTERNATIVE DISPUTE RESOLUTION**

Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising under this Agreement.

**ARTICLE XV. PUBLIC INFORMATION**

Notwithstanding any provision of this Agreement, Host shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Publisher shall make public information available to Host in an electronic format.

**ARTICLE XVI. HEADINGS**

The headings and marginal numbers in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

PUBLISHER

By: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY OF NORTH TEXAS

By: \_\_\_\_\_

Date: \_\_\_\_\_