

Common Knowledge E-Journal Hosting

Publishing Services Agreement

This agreement, between Pacific University on behalf of the Pacific University Library (hereafter known as “Pacific”) and the Oregon Library Association (hereafter known as “OLA”), is an agreement regarding the publication of the “Oregon Library Association Quarterly” (hereafter known as the “Journal”).

Whereas, OLA is a Section 501(c)(3) nonprofit organization dedicated to promoting and advancing library service through public and professional education and cooperation, publishes a journal for the professional community, and desires to collaborate with a library-based publisher to provide a web-hosting service for the Journal; and

Whereas, Pacific desires to support the promotion and advancement of library services by providing online hosting for the Journal and has the requisite experience, staff, and resources to fulfill the obligations of this agreement;

Now, therefore, in consideration of the mutual promises contained herein, as well as for good and valuable consideration, Pacific and OLA agree as follows:

1. Ownership and copyright

Pacific acknowledges that copyright, trademarks, trade names, service marks, logos, and all related and similar rights to any information content contributed, displayed, or otherwise made available or accessible to Pacific by OLA for use in the Journal are and will continue to be owned by OLA (and, as applicable, by the Journal’s contributing authors) throughout the world and for the entire duration of such rights.

OLA grants Pacific and its licensees a non-exclusive worldwide license to utilize the content in connection with the Journal in its exercise of Pacific’s rights and responsibilities set forth in this agreement. For content contributed to the Journal by authors, OLA represents and warrants that it has the right to grant such a license on behalf of the Journals’ contributing authors.

a. The Journal shall be designated as an official publication of OLA. Notwithstanding anything stated or implied to the contrary in the foregoing, this agreement does not grant either party any rights in the name of the other party or to any of the other party’s trademarks or copyrightable material designated as owned by either the other party or any third party.

b. The Journal website shall include a disclaimer developed jointly by OLA and Pacific regarding any guarantee or endorsement of the quality or value of any product.

2. Roles and responsibilities

Pacific and OLA agree to the following demarcation of roles and responsibilities:

(a) Pacific will:

- i. Make the contents of the Journal available free of charge to the public via the CommonKnowledge software;
- ii. Provide access to CommonKnowledge software and establish unique accounts to allow OLA-designated editorial staff to deposit and manage Journal content within CommonKnowledge;
- iii. Assign and register Digital Object Identifiers (DOIs) to each published Journal article at no cost to OLA (this shall include all forthcoming and past issues of the Journal);
- iv. Provide assistance to the Journal editor in facilitating the deposit of Journal content with indexing and aggregating services designated by the Journal editor;
- v. Work with the CommonKnowledge software vendor to maintain the integrity and security of Journal content;
- vi. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Journal and its contents;
- vii. Provide OLA with free hosting services for deposited content;
- viii. Notify the Journal editor at least 24 hours prior to any scheduled downtime or maintenance for CommonKnowledge;
- ix. Facilitate CommonKnowledge software training for at least one (1) Journal editor and will work with OLA to determine an appropriate Journal workflow;
- x. Be generally available for technical support and problem resolution Monday-Friday, 9:00 am-5:00 pm (Pacific Standard Time/Pacific Daylight Time);
- xi. In the event of a decision by Pacific to discontinue hosting services, provide OLA with 6 months prior written notice of its intention to do so; and

(b) OLA will:

- i. Be fully responsible for all aspects of the creation, transfer, and updating of Journal content to the CommonKnowledge software;
- ii. Be fully responsible for ensuring that Journal content published through CommonKnowledge complies with existing federal copyright and privacy laws, as well as relevant state laws. OLA is responsible for notifying authors and securing permissions for content submitted to the Journal;
- iii. Designate one (1) Journal editor as a liaison with Pacific for communication and decision-making purposes, and notify Pacific of the designated editor's identity and contact information and, in the event that the responsibilities changes hands, notify Pacific of the new designated editor.
- iv. Acknowledge that Pacific is providing these services as an accommodation to OLA and that Pacific 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; and
- v. Submit technical support requests to Pacific only through the Journal editor or the editor's designee;
- vi. Not submit and disseminate through CommonKnowledge any content that Pacific or OLA reasonably believes (i) constitutes pornography or is

- otherwise obscene, indecent, sexually explicit, or morally repugnant, (ii) is defamatory of a real or legal person, or of goods or services provided by any real or legal person; (iii) violates a person's privacy or other rights relating to personal information; (iv) discloses confidential or proprietary information of another person, (v) infringes upon another person's copyright, trade or service mark, patent or other intellectual property right; (vi) is malicious, fraudulent, or may result in damage to the reputation of Pacific or OLA; or (vii) is otherwise illegal or solicits conduct that is illegal under laws applicable to Pacific or OLA;
- vii. Be fully responsible for the content of the Journal content in CommonKnowledge and indemnify and hold harmless the Pacific University Library, Pacific University, and the employees and agents thereof, from any claims, losses, damages or legal actions incurred by the Pacific University Library, Pacific University, or the employees or agents thereof, and arising from the content or dissemination of the content; and
- viii. In the event of a decision to discontinue the hosting arrangement, provide Pacific with 6 months prior written notice of its intention to do so.

3. Back-Up and Preservation

(a) All materials hosted in CommonKnowledge are subject to the back-up and technical protections of the CommonKnowledge software vendor. OLA may request a detailed description of these measures from Pacific at any time.

(b) All Journal content uploaded to CommonKnowledge will be stored in their original format by the software vendor. The vendor will also ensure that PDF documents will be web accessible on a permanent basis.

(c) Pacific cannot guarantee the long-term preservation of materials ingested into CommonKnowledge. OLA is advised to maintain copies of all material deposited into CommonKnowledge.

(d) OLA may elect to request, with 4 weeks prior notice, delivery of a copy of all Journal metadata and content ingested into CommonKnowledge. If such a request is placed by OLA, Pacific will request a copy from the software vendor and will deliver it to OLA when it becomes available.

4. Term and Termination

(a) The term of this agreement shall commence as of the latest date entered below and shall be considered renewed automatically from year to year thereafter for successive one-year terms unless written notice of termination is given.

(b) Either party shall have the right to terminate this agreement upon providing a minimum of six (6) months' written notice to the other party,

(c) In the event that this agreement is terminated by OLA, all Journal content in CommonKnowledge (including metadata) shall be provided by Pacific to OLA and all Journal structures within CommonKnowledge will be removed within 6 months of the date of termination of the agreement.

(d) Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either of the parties hereto without **written consent** by the other party.

5. Final Authority

(a) The University Librarian of Pacific University and the President of the Oregon Library Association shall be the final arbiters on all matters regarding this agreement.

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

Signature
(Individual authorized to sign on behalf
of the Oregon Library Association)

Name (please print)

Name (please print)

Date

Date

Email address

Email address