



Memorandum of Understanding By and Between
[Name of Journal] and New Prairie Press, Kansas State University Libraries
[DATE]

New Prairie Press (NPP) is an online journal imprint of Kansas State University Libraries (the “Libraries”). The Libraries seek to advance scholarly communications and to support open access publishing initiatives. NPP uses Bepress’ Digital Commons Publishing (DC) software for all submission, editing and publishing processes.

I. INTRODUCTION

The purpose of this MOU is to define the parameters of a collaboration between *[Name of Journal]* (the “e-journal”) and New Prairie Press (NPP) to create, host and maintain an online instance of the e-journal.

The e-journal is *[describe scope of journal, and if previously available in print and/or migrating print issues to online, describe publication history]*.

This agreement involves the creation of an open access online version of the e-journal. Editors will have the ability to use the associated journal management software, Digital Commons (DC), to handle ongoing submissions, editorial functions, peer review, publication, and/or access controls to administrative functions. The online volumes of the e-journal will join NPP as a hosted journal.

II. DUTIES

Scope

The initial phase of this agreement involves developing a site for the journal and training editors to use the journal management software. Any related projects beyond the scope of the creation of the online instance of the journal will be covered under an addendum to this MOU.

Contacts

Administrative contacts for this project are Char Simser, Coordinator of New Prairie Press and *[editor name]*, *editor* of the e-journal.

Access

The e-journal will be available via NPP at <http://newprairiepress.org>.

NPP intends to provide 24/7 access to the contents of the e-journal, acknowledging the possibility of technological difficulties and routine maintenance.

Preservation

Content is backed up regularly and will be digitally archived under NPP’s agreement with DC for long term preservation via CLOCKSS and Portico.

Rights & Ownership

The e-journal's copyright policy will be posted on the e-journal website. NPP does not require authors to assign copyright to their publisher. As an open access press, we leave choices about copyright to our editors and authors, but strongly encourage them to consider carefully how they license their works to the scholarly world. In the absence of other considerations, we would recommend the Creative Commons Attribution-NonCommercial-ShareAlike License (CC BY-NC-SA 4.0), <https://creativecommons.org/licenses/by-nc-sa/4.0/>

Funding

This MOU does not require any transfer of funds between the two partners for the terms of the agreement to be met. The Libraries reserves the right to request compensation for site design and set up costs up to, but not exceeding, \$500 if the e-journal has no published content within 18 months of the website's completion.

Author Fees

NPP prohibits the use of author fees and article processing charges (APCs).

III. Implementation and Post-Production Obligations

In order to carry out NPP obligations, staff of the Center for the Advancement of Digital Scholarship at the Libraries are designated as administrators and maintain access to all management features of the e-journal.

NEW PRAIRIE PRESS DUTIES:

- Provide the necessary systems and structures to make the e-journal available online
- With DC consultants
 - Provide training and advise editors on technical aspects of using the journal management software and adding new issues to the collection
 - Provide password access to NPP's DC system to allow the editors to manage (i.e., submit, peer review, edit, and publish) e-journal content
 - Update content for the journal About, Policies, and other webpages based on content provided by the editor(s)
 - Advise and assist the editor(s) with efforts to improve the e-journal and maximize its visibility to the online community of researchers, including consultation about appropriate indexing and abstracting services
 - Troubleshoot reported problems and respond to questions in a timely manner
 - Provide timely notifications regarding software upgrades that will impact downtime when known
- DC will submit articles to CrossRef for assignment of digital object identifiers (DOIs).
- Once the e-journal has a record of publication, NPP will register the e-journal with the Directory of Open Access Journals (DOAJ).

Should NPP receive notice of content that is copyrighted by a third party, NPP will notify the E-journal, hide the content until the issue is resolved, and provide a notification of initial action to the copyright holder.

DRAFT or FINAL DATE

The e-journal website will include the New Prairie Press logo on the sidebar; the Kansas State University Libraries logo and the Digital Commons logo will appear in the footer; other design elements will be set up in consultation with DC, NPP, and editors of the e-journal.

THE E-JOURNAL, through its editor(s), DUTIES:

- Grant to NPP a perpetual non-exclusive license to display, reproduce, republish, transmit, and distribute the content of the E-journal throughout the world
- Participate fully and in a timely manner with the set-up phase of the e-journal
 - Establish editorial mission, author submission guidelines, policies, editorial board responsibilities; maintain that content on the website and/or provide updates to NPP or DC to maintain said webpages
- Secure author agreements to include their material in the journal and obtain necessary permissions for re-use of any copyrighted materials. Should NPP receive notice of content that is copyrighted by a third party, NPP will notify the e-journal. The e-journal will contact the author and provide additional information as needed to the copyright holder working with NPP on a final resolution for the issue
- Oversee all aspects of article submissions and publication, including the peer review process
- Ensure that published articles include Digital Object Identifiers (DOIs) on all bibliographic references (works-cited) where a DOI is available
- Coordinate with NPP for initial publicity about the e-journal (publication launch and/or first issue) for K-State Today and/or other appropriate venues; post-launch, continue to market published content
- Solicit articles for publication with the editorial/advisory board
- Take full responsibility for the content of the e-journal

TERMS OF THE AGREEMENT

These terms may be amended by mutual agreement at the initiation of either party. This is a continuing agreement to be reviewed annually and shall remain in effect until either party formally indicates its desire to terminate the agreement.

SIGNATURES

We, the undersigned, agree to the terms of this Memorandum of Understanding, **date**.

[editor name – printed]

[editor name, editor, name of journal]

Lori Goetsch, Dean, Kansas State University Libraries